The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, NOVEMBER 27, 1920.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE.

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Reprisals in Peace.

WITH THE POLITICAL aspect of crime in Ireland we are not in these pages concerned, but we may refer once again to the misuse of the word "Reprisals." This is a term which applies only as between States, either in the course of actual hostilities, or where, apart from war, redress for some international delinquency cannot be obtained; and it applies in case of civil war. Reprisals in time of peace were in former days allowed to be undertaken by private individuals in order to compel redress for some wrong sustained, but this practice finally disappeared with the end of the 18th century, and now such reprisals can only be performed by State forces or officials under a special order of their State (see the late Prof. Oppenheim's International Law, Vol. II, p. 41, where the case of DON PACIFICO and the Greek blockade is instanced).

Reprisals in War.

REPRISALS BETWEEN belligerents, whether in international or civil war, are of a different nature, and are retaliations to force an enemy guilty of a certain act of illegitimate warfare to comply with the laws of war. According to the rules proposed some years ago by the Institute of International Law, they must never exceed the degree of violation committed by the enemy; they may only be resorted to with the authorisation of the commander-in-chief; and they must in every case respect the laws of humanity and morality. The two former rules are obvious; the latter is vague. Strictly, it would forbid any reprisals affecting innocent civilians, but it seems to be admitted that, to some extent, such persons may be involved in reprisals. Lord ROBERTS, it is said, during the South African war ordered by way of reprisal the destruction of houses and farms in the vicinity of the place where damage was done to the lines of communication. But reprisals of such a nature must be moderate in their nature. A good deal of currency has been given to a proclamation by General PAINE in the American Civil War threatening reprisals which, if we remember rightly, involved civilians; but we have

not observed that equal currency has been given to the statement of Mr. H. E. HOOPER in the *Spectator* (20th inst.) that this led to General PAINE's removal. "The complete story shows that LINCOLN and GRANT thought reprisals wrong." However this may be, the term has no application to present conditions in Ireland, and the rules which may in certain cases justify reprisals do not apply there. "Revenge," says Lord BACON, "is a kind of wild justice," but he adds "which, the more man's nature runs to, the more ought law to weed it out." The extent to which soldiers may use violence, otherwise than in actual fighting, was exhaustively considered by Lord BOWEN'S Commission in the *Featherstonehaugh Case*. The application of the principles depends on the facts, and obviously the whole matter, both of fact and application of law to the fact should, if practicable, be the subject of inquiry by a commission presided over by someone of the late Lord BOWEN'S eminence. This was called for over a month ago by Viscount GREY and Sir ROBERT CECIL in a letter to *The Times*. We need refer to no other names. But apparently the public are to be left to draw their own conclusions from the reports of journalists and officials. The shocking occurrences of last Sunday in Dublin have naturally excited strong feeling, but they do not affect the generality of our remarks.

The Women Jurors Rules.

THE SEX (Disqualification) Removal Act, 1919, while removing generally sex disqualification for any civil or judicial office or post, expressly enacts that a person shall not be exempted by sex from liability to serve as a juror; and it is provided that any judge, chairman of quarter sessions or recorder may, on the application of the parties or any of them (including in criminal cases the prosecution and the accused), or at his own instance, direct that the jury shall be composed of men only or women only; and rules of court may be made (*a*) prescribing the manner in which jurors are to be summoned and selected; (*b*) exempting women who are for medical reasons unfit to attend, and (*c*) as to the procedure relating to applications as to service on juries. Provisional rules for the Supreme Court and for criminal cases were issued last July, and we printed them at the time (64 SOLICITORS' JOURNAL, pp. 652, 716), and they are now issued in final form, without, so far as we notice, any change:—the R.S.C. (Women Jurors), 1920 (15th October), and the Women Jurors (Criminal Cases) Rules, 1920 (15th October). Under the former rules the number of women appearing upon any panel of jurors is to be in the same proportion as near as may be to the number of men appearing thereon as the total number of women is to the total number of men in the jury lists, and wherever possible, there must be not less than 14 women on the jury panel. Women may be exempted on account of pregnancy or other feminine condition or ailment on application made within three days' receipt of the jury summons, and the summons must bear a notice to this effect. Husband and wife are not to be summoned on the same occasion. In civil matters in the High Court or at Assizes, applications for a jury of men or women only are to be made when practicable by summons (with one clear day's service) to the Judge in whose list the case stands.

The Juvenile Courts (Metropolis) Bill.

ONE OF THE most important reforms made by the Children Act, 1908—a measure largely due to the efforts of the late Lord ALVERSTONE—was the introduction of Children's Courts. Section 111 provided that a court of summary jurisdiction, when hearing charges against children or young persons, should sit in a different building or room, or on different days or times, from the ordinary sittings. This applies to children under sixteen, and has gone far to place children's offences outside regular criminal procedure. But such offences are specially a matter for women to deal with, and where the offences are brought before unpaid justices they can, under the recent admission of women to the bench, be so dealt with. But this is not the case in the Metropolitan Police Courts, and the Juvenile Courts (Metropolis) Bill, which was introduced in the House of Lords by the Lord Chancellor, is intended to admit women justices to the decision of children's cases. As originally drafted, it appeared to contemplate the establishment of a central Children's Court, but the words "one or more juvenile courts," which might have had this effect, were struck out in the House of Lords. Under the Bill, a Children's Court will be constituted of a police magistrate (who is to be the president) and two justices, one of whom must be a woman, and a provision was introduced in the House of Lords that the Home Secretary in nominating magistrates to be presidents of Children's Courts shall have regard to their previous experience and their special qualifications for dealing with cases of juvenile offenders.

The Juvenile Courts Bill in the House of Commons.

IT SEEMS, as appears from some remarks of Mr. BINGLEY at the Tower Bridge Court, which we printed last week (*ante*, p. 100), that the Bill does not meet with the approval of the Metropolitan Magistrates or of the probation officers; and, though it has been read a second time in the House of Commons, an important change has been made in Committee, and the justices who are to sit with the magistrate are reduced to the position of assessors. What will be the fate of this amendment when the Bill goes back to the full House of Commons cannot be predicted, but it cuts at the principle of the Bill, and is not likely, we imagine, to be accepted by the House of Lords. Granted that the Metropolitan Police Magistrates have done the work of the Children's Courts sympathetically and well, this is no reason why the same opportunity for women to take part in their work should not exist in London as elsewhere, and this should be a step towards the further separation of children's offences from criminal jurisdiction. Save in exceptional cases, these should not be treated as criminal or subject to the ordinary rules which regulate the administration of criminal justice.

The Path of Reform in Children's Cases.

IN A LETTER to the *Times* of 3rd August last, Mr. EDGAR C. SANDERS repeated a suggestion made by him in the *Times* in 1914, based on the experience gained over a period of 12 years as magistrates' clerk of Liverpool, that power should be conferred upon education authorities to appoint a small committee of their own members to deal with and punish all children of school age for any offence. Provision should also be made for the committee to order a child to be taken before magistrates for sentence for any offence which appeared to be too serious for the committee to dispose of, or for which their powers of punishment were inadequate. Such a committee having all the resources of the education authority at their command, with the life history of each culprit before them, would have every opportunity of imposing the necessary and suitable correction. Mr. SANDERS claimed that the procedure thus suggested would have the result of preventing the vast majority of young offenders from coming into a court at all, while the probation officer would become attached to the education authority, and his—or rather, we presume, her—influence would be increased. While, when it became necessary for magistrates to punish a young offender, the solemnity and dignity of the court, most impressive to the child mind, would be preserved. It may be surmised that this is the direction which future reform will take. These offences are not, with deference to Mr. BINGLEY, suitable for regular magisterial jurisdiction. Unless very serious, they are not crime, but naughtiness, and should be dealt with outside the criminal law by persons accustomed to the management of children.

Registration as a Trade Mark of a word previously disclaimed.

ON REGISTRATION of a trade mark the proprietor sometimes has to disclaim any right to the exclusive use of a part of such trade mark, but the Trade Marks Act, 1905, section 15, provides "That no disclaimer on the Register shall affect any rights of the proprietor of a trade mark except such as arise out of the registration of the trade mark in respect of which the disclaimer is made." This matter cropped up in a case recently reported (37 R.P.C. 244).

In May, 1918, an American company made a special application to register for motor vehicles the word "Overland" in script on the ground that the word had become by user distinctive of their goods. This was proved by evidence and no objection was taken to the word *qua* word; but towards the close of the case counsel for the Comptoller said that his attention had just been called to the fact that the company had in November, 1914, registered another trade mark with a disclaimer of any right to the exclusive use of the word "Overland." However, he admitted that if the applicants had made out their case of distinctiveness having been acquired by user—and the evidence of this was, he said, reasonably strong—the disclaimer did not really hurt them. So an order was made for the application to proceed in the usual way. This is an illustration of the fact that a trader who has disclaimed the right to the exclusive use of a word may, nevertheless, if the word has by subseqent user become distinctive of his goods, acquire an exclusive right to it by registering it as a trade mark.

The Cumulative Effect of Minor Accidents.

IN THE RECENT appeal of *Selvage* v. *C. Murrell and Sons, Limited* (*Times*, 18th inst.), an important point in Workmen's Compensation Law came before the Court. We need not remind our readers that the statutory compensation recoverable under the Workmen's Compensation Acts is not compensation for ill-health, but for injury from accident, though illness may be injury arising from accident, if due to some fortuitous occurrence out of the normal course of life, such as anthrax following upon an abrasion of the skin, or lead-poisoning due to a scratch. At one time, indeed, it was supposed that, in order to constitute an "accident," there must be an occurrence with a definite time and place, out of which the subsequent injury arose. But in *Innes* v. *Kynoch* (1919, A.C., 765), the House of Lords negatived the necessity of proving exact time and place of the event relied on as the accident causing the complainant's injury, provided always proof could be offered to show that such event did happen in the course of the workman's employment and arose out of it. Now, if a single scratch followed by blood-poisoning or some disease due to the entrance of a malignant germ is an accident, there seems no reason to suppose that two separate scratches separated by a few minutes of time, to either or both of which the consequent injury must be due, cease to be a "statutory accident." merely because their numerical integer is higher than unity. The same reasoning seems to apply to any number of separate scratches, provided each arose out of the employment and is one of the effective causes of the consequent disease. But it is not quite so clear in law that an indefinite and vague number of scratches can be similarly relied on to constitute an "accident"; for, if so, any illness might be traced back to a series of external stimuli impinging in succession on the workman; *e.g.*, a weak heart might be the result of a continuous series of excessive heat-stimuli endured over a period of time by a stoker. But whereas heat-stroke, an isolated occurrence, is an accident, no one would contend that a weak heart is "injury resulting from accident" in the circumstances suggested. Now, in *Selvage* v. *C. Murrell and Sons, Limited* (*supra*), the Court of Appeal had before them the question whether incapacity to work resulting from a long series of cuts and scratches, received in the course of finishing copper articles in a factory, was injury due to a statutory "accident." The Court held that it was. But in our judgment the members of the Court, Lord STERNDALE M.R., and WARRINGTON and SCRUTTON, L.JJ., have not made quite clear how they distinguish such a case from the ordinary one of an illness gradually arising out of working conditions by imperceptible degrees. We hazard a suggestion. Surely the test is whether the series of stimuli resulting in the injury is a "continuous" or a "discontinuous" series. In the former case we have an ordinary illness, such as a cold or a fever. In the latter case we get an illness or other injury resulting from a definite series of separable occurrences, each of which is fortuitous, so that the series or any one event in the series is within the legal definition of "accident."

Idola Theatri in Law.

EVERY READER of Lord Chancellor Bacon's *Advancement of Learning* is familiar, of course, with his famous division of the ordinary working prejudices of mankind into four classes of "*Idola*" or "Delusions," the Idols of the Tribe, those of the Market-place, those of the Cave and those of the Theatre. Lord BACON always spoke with reverence of his own profession; no doubt that is the reason why he failed to include among *Idola Theatri* those conventions which habitually prevail in Courts of Law, and which modify in so many ways the actual conduct of our judges and lawyers. But none of these conventions clearly come within the ambit of the great lawyer-philosopher's most graphic phrase. Take, for example, the convention by which a judge must assume ignorance of the common things of life, such as the names of popular actresses, the careers of eminent living politicians, the locality of theatres and restaurants. True, this convention is now dying out. But a generation ago it was very real. Had anyone mentioned the name of HENRY IRVING or SARAH BERNHARDT or the Gaiety and the Palladium to the late Mr. Justice FIELD or the late Lord COLERIDGE without first calling a witness to prove the existence and content of those personalities, human or architectural, he would have been sternly rebuked. Mr. Justice DARLING sometimes mimics this old-fashioned convention by asking, "Who is Mr. SHAW?" or some similar query. The world laughs and thinks it fooling, for the convention has passed and the satire no longer seems real to the younger generation. Of course, this convention had support in a legal principle. It was based on the rule of evidence that no facts may be referred to in court unless either a witness has proved them, or they are of that general kind of which a judge may take judicial notice. The constant reference to familiar places and personalities to-day, although permitted by our judges, is *stricti juris* a departure from the law of evidence.

Facts as Illustrations.

A SIMILAR difficulty, if we take the law of evidence too seriously, arises in connection with counsel's addresses to the jury. It is a frequent practice of advocates to clinch their arguments by analogies with some leading case, some historical event, some scene in a famous play, which they assume to be known to the jury. Oftentimes, indeed, the facts are ruthlessly mangled in counsel's reference to them, and historical personages get strange incidents attributed to them. But nowadays no sensible judge objects; the bench grants a wide latitude to the use of historical incidents as "illustrations, not evidence, my Lord." A once celebrated Victorian lawyer-politician, the late Mr. ROEBUCK, is reported to have once told a jury that the Apostle PAUL was crucified on the false evidence of policemen who swore that they caught him picking pockets in the market-place of Phillippi! Lord BROUGHAM, the least religious of men, was fond of using biblical illustrations in his addresses to juries, and nearly always got them wrong. Everyone knows how, in his final speech to the Lords in defence of Queen Caroline, he urged that assembly to remember the words of Our Saviour who bade the woman by the well "depart in peace," for he found no evil in her. The Tory mob made a jesting rhyme out of the incident, which is so well-known that we will not repeat it. And we ourselves, twenty years ago, were in court when Sir EDWARD CARSON made his famous bull: "Gentlemen of the jury, I have traced back this Chimaera to its origin and have proved that, like the Chimaera of old, it has neither origin nor existence."

Lord Brougham's Famous *Faux Pas*.

THE INSTANCE we have just quoted is not the only classic case in which Lord BROUGHAM'S zeal on matters he knew nothing about led him far astray. When President of the Society for Promotion of Christian Knowledge, he insisted on writing one of its treatises, and selected that on Mechanics. That is a subject full of pitfalls for the man of general knowledge, and even for the professed physicist, who has ceased to read mathematics when he came down from college. BROUGHAM made so

many blunders that the Society refused to publish his book, and in dudgeon he resigned. What his errors were has not been preserved, but tradition states that he put forward four suggestions for perpetual motion machines, and offered demonstrations of "squaring the circle" and the "duplication of the cube." Everyone knows, too, how he was once delayed at Coventry for three hours by the non-arrival of the train into which he was changing at that junction, and how he forthwith sent round the town-crier to announce that, *in an hour*, he would deliver a lecture on "*Godiva and Coventry*" at the Town Hall. He read up the subject in a public library during the interval. But the local Society of Antiquarians refused to publish his paper, although that of a Chancellor. Again, upon taking his seat on the Woolsack, he mentioned that, in order to clear off arrears in the Court of Chancery, he had reverted to what he called the pre-Reformation practice of sitting through the Easter Vacation. Lord LYNDHURST was able to inform the House that, on the contrary, he was the first judge in Christian tradition who had sat on Good Friday since Pontius Pilate did so.

Individuality on the Bench.

WE DO NOT mention these humorous quaintnesses of Lord BROUGHAM in order to ridicule one who was a great reformer of old legal abuses and a sincere humanitarian. On the contrary, Lord BROUGHAM'S eccentricities were the hall-mark of his genius. He was no mere respectable mediocrity who, like so many of our ablest and most learned judges, has climbed into his high place through long years of toil and narrow pleading which have dulled his sensibilities and blunted his love of natural justice. Great individualities on the bench may make bad blunders in law, but they usually are free from all pettiness and narrowness and mere legalistic pedantry. The courts are the better for their presence and their procedure has usually taken on a more human tinge by the time the erratic genius has journeyed across the Styx. It is a paradox, but one we would like seriously discussed, whether the great improvements in our jurisprudence have come from the great judicial names whose learning and accuracy still command respect wherever lawyers foregather—COKE, HARDWICKE, ELDON, JESSEL, and the like—or from the brilliant and human, but unconventional personalities who occasionally have found their way by sheer force of genius to the bench. To solve this problem is not for us. As the late Mr. Danckwerts once reminded the Court of Appeal, "I cannot summon back from HADES the tortured spirits of departed judges," so we cannot make this inquisition in the presence of the parties concerned.

The Increase of Rent Act and Executors.

AN INTERESTING but fairly obvious point on the Restriction of Rent Acts was decided by a Divisional Court (ROWLATT and MCCARDIE, JJ.) last week in *Collis* v. *Flower & Offen* (*Times*, 19th inst.). The action was by a landlord to recover possession, and was brought under the repealed Acts and decided by Judge GRAINGER at the Greenwich County Court on 2nd July, the day of commencement of the new Act, but this was immaterial. The late tenant had died. FLOWER was her executor and trustee for sale; Miss OFFEN, who had been her companion and resided in the house with her, was the residuary legatee of the proceeds of sale. It was said that FLOWER was not entitled to protection under the Acts because he was not in possession; and, it seems to have been contended that Miss OFFEN was not entitled to possession because the tenancy had not become vested in her by assent to the bequest, and election on her part to take the premises *in specie*. Apparently Miss OFFEN was in occupation. But the Court held that either the executor or the legatee must be treated as the sitting tenant, and that the Acts applied. The case is analogous to *King* v. *York* (88 L.J., K.B., 839; see 63 SOL. JOURN. 280), where it was held that the Acts operate *in rem* and not *in personam*; they apply to houses, not to particular tenants only; and hence any person in possession under colour of title as tenant appears to be entitled to protection.

Hearing of Incest Cases *in Camerâ*.

MR. JUSTICE DARLING has recently renewed his series of protests, while trying incest cases at the Old Bailey, against the hearing of those cases *in camerâ*, as is required by statute. The point made by the learned judge is that the public at large do not know that incest is a form of immorality forbidden by statute, and will never learn so until the knowledge filters through by the instrumentality of reported trials. There is a good deal in this contention. But does it not point to a wider remedy than the more open hearing advocated by the learned judge? Surely some effort should be made to teach the public at least the elements of criminal law in our schools. The continuation schools now teach commercial law; why not criminal law? And another moral is that new offences should not be punishable until reasonable notice has been given to the public; the burden of proving this should rest on the prosecution unless and until a reasonable interval of time has elapsed from the passing of the statute or bye-law relied on. Perhaps another defect in our criminal law, when dealing with offences of an immoral nature, is to ignore the fact (nowadays very obvious) that the female, who is not usually punishable, is often the instigator of the conduct declared a crime in the male.

Status originating out of Contract.

A POINT of great interest to all who care for the fundamental principles to be found in our Common Law arose in the case of *Leaman* v. *R.* (36 T.L.R. 835, 1920, W.N. 298). The apparent point, which arose out of a petition of right heard by Mr. Justice ACTON, was simply whether or not a soldier has a right of action against the Crown for his pay—of course, by petition of right and subject to the usual *fiat justitia*. The decision was given against the soldier. The case was ably argued by counsel on both sides, who included the Attorney-General, and a clear decision appeared in the judgment of the learned judge; but, nevertheless, we are not quite sure that any of the learned lawyers quite appreciated the real significance of the matter in issue. Put briefly, the fundamental question was this: Can a contract create a relationship of status into which express contractual obligations merge in such a way that the contracting parties are debarred from enforcing their contractual rights as such?

One such relationship, of course, is known to our law. Marriage is a status the gate to which is a voluntary contract. But at Common Law the spouses could not sue each other to enforce even express contractual obligations undertaken by them by an ordinary action of assumpsit or debt or covenant—the three fundamental types to which every action sounding in contract must conform—in the ordinary law courts. Equity, indeed, stepped in and enforced marriage settlements; but even then it did so by means of the introduction of a third party—a trustee. And the Married Women's Property Acts, of course, have since permitted husband and wife to sue each other in contract, as well as on trusts or other equities. But that is a statutory amendment of the Common Law. Apart from equity or statute, the relationship of status absorbed into it any contractual obligations between the parties, whether arising out of express contract or implied in the duties of the married state. The Common Law would not allow either to sue the other for breach of contract. Such remedies as either spouse had against the other for misfeasance or non-feasance in the performance of matrimonial duty were originally enforceable in the Ecclesiastical Courts by Canon Law remedies. These have long since been transferred to other jurisdictions and converted by statute into statutory remedies.

Now other relationships of status were known to the Common Law. But most of them did not arise out of contract, *e.g.*, the relationship of parent and child, master and pupil (the contract, if any, is not between infant and master), lunatic and custodian,

gaoler and prisoner. In each of those cases the superior party in the relationship had over the inferior party certain rights of custody and correction, analogous to those of a lord over his serf in the days when serfage was still a possible legal status. But such relationships arose out of causes other than the mutual consent of the parties, and, although our courts have gone a long way to create "constructive" contracts where the parties never contemplated any—*e.g.*, salvage, implied rights of indemnity, contribution, etc.—they never went so far as to invent such a relationship as that in any of the four categories just mentioned. There remain, however, three other classes of status known to the Common Law, where the matter is on a somewhat different footing. We refer to the status of master and servant, master and seaman, officer and soldier. In each of those cases the Common Law recognised a special right of custody and correction, as well as a special duty of protection, as inherent in the superior. These special characteristics still to some extent remain, notwithstanding wide alterations in the interpretation of these obligations by the court, and some modifications of Common Law rights by statute.

In the first place, the relationship of master and servant is beyond any question one of contract. But it is also one of status. The element of status remains strongest in the case of one of the three recognised types of "service," that of "apprenticeship." Here the master may correct the apprentice and exercise reasonable control over his liberty without exposing himself to an action of assault or false imprisonment. The second type of contract of service, that of "menial service," is freer from traces of status, but it seems possible that a limited right of correction still inheres in the master; certainly such existed and was habitually exercised in the pre-revolution period of the Common Law; but like the corresponding right of chastisement possessed by husbands, has probably become obsolete as a legal right recognised as such by the courts. The third type, that of master and workman, never gave rise to this incident, and is practically free from survivals of status. But, curiously enough, it has recently been held that for certain purposes the relationship, even in this case, is one of status and not altogether of contract. In *Tomalin* v. *S. Pearson and Son, Limited* (1909, 2 K.B. 61), the question arose in a very extraordinary and unexpected way. A workman entered in England into a contract to serve an English master abroad. While abroad he met with an accident which, had it happened in England, would have conferred on him a right to compensation under the Workmen's Compensation Acts. On his behalf it was claimed that his statutory right to compensation was an incident attached by statute to the contract of service—in other words a contractual obligation imposed on the employer by law in addition to those arising at Common Law out of the contract. If an incident of the contract, then the accident arose out of one in the course of a contract entered into within the territorial limits of England, and our courts would have had jurisdiction to award compensation. But the Court of Appeal held otherwise. That court treated the statutory right to compensation as an incident of the *status* of employer and workman, not of the express or implied contract creating that status, and therefore not enforceable as a contractual right at all, but by special statutory process. That being so, the injury having arisen outside the jurisdiction from a relationship of status and not one of contract, the courts had no jurisdiction to entertain proceedings for compensation. The position was analogous to that of a married couple, married in England, who have resided abroad, when the wife takes proceedings for cruelty in respect of an act or continuous series of acts, all of which have occurred abroad; in such a case, unless the parties are now resident in the jurisdiction, the court has no power to entertain the suit.

The relationship of master and seaman is on a somewhat different footing. Of course, it is now invariably entered into by contract, and always was so in the case of private ships. But formerly the Crown obtained its seamen largely by exercising the right of "impressment," which by no legal fiction could be called a "contract" arising out of the mutual assent of the parties. Therefore the position of a seaman in the Navy was purely one of status, and the powers exercised over him by the ship-master were never even pretended to be contractual. The Navy Discipline Act of 1851, and the modern practise of voluntary enlistment have not succeeded in changing the relationship. Although a seaman, when he enlists, is now treated as having contracted with the King to be bound by the "Articles of War," his relationship is so completely one of status that no one has ever contended it is one of contract. The case of a merchant seaman is different. Probably his status would now be regarded as largely superseded, partly by contract and partly by the statutory provision of a series of Merchant Shipping Acts.

Now we come to the last relationship, that of a soldier and the Crown. At Common Law this was status, and was seldom voluntary; the soldier was called out under feudal and national law. In the Tudor period voluntary enlistment came in, but hardly created any contractual obligations recognised by the courts. Gradually, however, it was held that the parties had contracted mutually to be bound by the "Articles of War," and that all rights of the soldier were to be interpreted as arising out of those Articles of War and capable of being enforced only in the way therein prescribed: *Heddon* v. *Evans* (1919, 35 T.L.R. 642). In the case referred to, Mr. Justice McCardie delivered a learned and most luminous judgment on the points of law involved in the relationship of a soldier to the Crown and his officers. The question, however, still remained open whether a soldier who had not been paid the rate of pay promised him on enlistment, had a remedy for breach of contract against the Crown. This point has now arisen and been decided in *Leaman* v. *The King* (*supra*). It had arisen casually in previous cases, *e.g.*, *Dunn* v. *The Queen* (1896, 1 Q.B. 116), and *Williams* v. *Howarth* (1905, A.C. 551) but these cases turned on other points. The matter was therefore still in the stage of "first impression" when the case on which we are commenting came before Mr. Justice Acton.

The facts were simple. Leaman had enlisted in the Army Service Corps when the rate of pay officially advertised was six shillings a day. He enlisted voluntarily, but nothing turns on this fact, since under the Military Service Acts a conscript is "deemed" to have enlisted voluntarily and is subject to the same rights and obligations exactly as if he had done so. Later on, Leaman was transferred without his own consent to the Infantry, where he was paid only one shilling a day. He claimed the balance against the Crown on the ground that there had been an express contract to pay this sum.

Now, if the relationship between soldier and Sovereign were purely one of contract, of course he could sue for payment. Even if the relationship be a status practically equivalent to the contract out of which it arises, as in the case of "master and servant," he could still sue in contract. But here, so Mr. Justice Acton held, the contract is only the gate by which the soldier enters into the relationship of status, as in the case of marriage. The law of status governs all his rights and obligations and remedies as between himself and the Crown. It follows that he cannot sue either in contract or in equity. His remedy, if any, would be either by the issue of a Prerogative Writ, *e.g.*, *mandamus*, directing the officers of the Crown to pay him, or by an action in tort for breach by some officer of his property-rights in his *privilegium*, or the incidents attaching to his rank. But a Prerogative Writ only lies against a subject, not against the Crown; that is obvious common sense, since the Crown is the nominal plaintiff on such a writ. And it is old law that no superior officer is liable to an inferior for breaches by the Crown of the Crown's duties, statutory or otherwise, to a subject. Again, of course, an action in tort does not lie against the Crown, whether directly or by making an officer of the Crown representative defendant, for the Common Law maxim applies that the "King can do no wrong."

The result of this interesting case, which we consider to have been correctly decided, is to show that for certain purposes and in certain classes of cases, there still exist contracts which the law

does not enforce as such. These contracts are those which have created a relationship of status. In such cases the contract merges in the status, and all the rights of the parties are governed by the latter. The exceptions appear to be the status of marriage and that of service: in the former case a statute has allowed the parties to contract with each other, and in the latter case, the law has gradually come practically to ignore altogether the transformation of the contract into a relationship of status. But we need hardly say that in the case of master and servant, many incidents of the old status still remain, *e.g.*, the master's action against a stranger who has enticed away his servant, or seduced a woman servant, *quod amisit servitium*. This is not really a case of an action on the case for "Inducement to break a contract," although it is sometimes classed as such in books on "Torts," for it arises in cases where the service does not arise out of any contract, *e.g.*, that of a father and his daughter.

Forfeiture and Words of Futurity.

The Doctrine in *Trappes* v. *Meredith*.

ALTHOUGH the instrument creating a trust refers to a *future* act as the act which is intended to create a forfeiture, it has been held that in order to give effect, in such cases, to the obvious intention of the creator of the trust, which is to secure the personal enjoyment by the beneficiary of the property left to him, a clause of this kind applies to a bankruptcy *existing* at the date of the creation of the trust. In the case of a will, the trust arises at the date of the testator's death: in the case of a settlement *inter vivos*, the trust arises on the execution of the settlement. The doctrine is based upon the notion that the Court is giving effect to the intention of the creator of the trust by giving "this non-natural meaning to the words which he has used," *Metcalfe* v. *Metcalfe* (1891, 3 Ch. 1, per BOWEN, L.J., at p. 6).

But even where the creator of a trust, either expressly, or by implication under the doctrine of *Trappes* v. *Meredith* (1871, 7 Ch. App. 248), refers to a bankruptcy existing at the date of the creation of the trust, as well as a bankruptcy arising after the trust came into operation, as an occasion for the forfeiture of a beneficiary's interest, still, if at the date on which the interest falls into possession the trustee in bankruptcy is not entitled to receive it as against the beneficiary, the bankruptcy does not occasion a forfeiture (*White* v. *Chitty*, 1866, L.R. 1 Eq., 372: *Ancona* v. *Waddell*, 1878, 10 Ch.D., 157): and this doctrine applies equally to all bankruptcies, whether arising before or after the date of the constitution of the trust: *Re Parnham's Trusts* (1872, 46 L.J., Ch. 80). The same principles apply where an assignee or chargee takes an assignment or charge on a beneficiary's interest which, although already defined, is to fall in at some future date. Here, so long as before that interest does fall in the beneficiary has secured a re-assignment of it, or has redeemed the charge, his intermediate dealing with it does not work a forfeiture: *Samuel* v. *Samuel* (1879, 12 Ch.D. 152). The true principle established by these cases appears to be this:—

> "If a charge or a bankruptcy, or any other impediment to the personal reception of the income or capital has been created, but has been validly extinguished before the period of distribution or the period at which the right to receive any portion of the money has accrued, there is no forfeiture" per FRY, J., in *Hurst* v. *Hurst* (1882, 21 Ch.D. 278, at p. 288).

It is submitted that the doctrine in *Trappes* v. *Meredith* (*supra*) cannot be supported on principle, and that the authorities on which it is stated to be based are traceable to but two decisions of Courts of first instance, namely, *Wynne* v. *Wynne* (1837, 2 Keen, 778) and *Manning* v. *Chambers* (1847, 1 De G. & Sm. 282), in both of which the Court was construing particular instruments, and in neither of which is there any indication that the learned Judges were conscious of the fact that they were laying down a new principle of construction which, in order to avoid what was thought to be a hardship, in one case, and an absurdity in the other, gave to words which had an unambiguous grammatical meaning a "non natural meaning." In *Seymour* v. *Lucas* (1860, 1 Drew. & Sm. 177) and *White* v. *Chitty* (*supra*), although the doctrine was then enunciated *as a doctrine* for the first time, the existence or non-existence of such doctrine was an irrelevant question having regard to the findings of fact on which each of these decisions was based.

In *Trappes* v. *Meredith* (*supra*), the Lord Chancellor, in reviewing the decision of JAMES, V.C., expressly stated that he was merely following the earlier decisions. He was not bound by them and had he examined into the actual decisions at length, the slender authority on which they were based would have been apparent, and the opportunity of pointing out that the following of an erroneous decision by other Judges of first instance did not increase the authority of the original decision would then have arisen. But since, unfortunately, the Lord Chancellor had in *White* v. *Chitty* (*supra*) adopted the doctrine (although he would have reached the same decision in that case had it never been invented), he, by his decision in *Trappes* v. *Meredith*, gave it the "hall-mark" of the Court of Appeal. That doctrine has accordingly been followed by subsequent Judges, but, as often as not, with considerable reluctance. On principle the doctrine cannot be supported. Mr. JARMAN in his work on Wills (6th Ed., p. 578) has said: "Words are not to be expunged upon mere conjecture, nor unless actually irreconcilable with the context of the will, though the retention of them may produce rather an absurd consequence." This principle of construction applies equally to settlements created *inter vivos*. The Court should not construe words in a sense which is not according to their unambiguous grammatical meaning, for the purpose of avoiding a result which it thinks the creator of the trust did not contemplate when employing the words which he used.

The doctrine in *Trappes* v. *Meredith* became a "definite rule of construction" in this way. It was adopted by PAGE WOOD, V.C. (afterwards Lord HATHERLEY) in *White* v. *Chitty* (*supra*) on the ground that in doing so the Court was merely following certain earlier decisions. The decisions referred to were these: *Yarnold* v. *Moorhouse* (1830, 1 R. & My. 364); *Wynne* v. *Wynne* (*supra*); *James* v. *Durrant* (1839, 2 Beav. 177); *Manning* v. *Chambers* (*supra*); *Seymour* v. *Lucas* (*supra*). The *ratio decidendi* in *Yarnold* v. *Moorhouse* was, that since, on a judgment being signed by an assignee four years after the testator's death, the life interest bequeathed by the will became, under Lord's Act, applicable—that is, capable of being applied—to the payment of the life tenant's debts, there was, on the natural construction of the words employed by the testator, a forfeiture of that interest. In *Wynne* v. *Wynne*, LANGDALE, M.R., prefaced his remarks by saying: "This is one of those obscure and perplexed wills to which it is difficult to attach any consistent or rational meaning." The testatrix had provided that "if B *shall* come into possession" of certain estates, then his interest under her will should be forfeited. Unknown to her, B had already come into possession of the estates in question at the date of the will. The Master of the Rolls, in commenting on the words employed, said: "They refer to a fact which is future: why? Because she was not aware that the fact would not be future . . . I am therefore of opinion that the limitation over in this case did take effect under the circumstances stated" (*ubi supra*, p. 795). The *ratio decidendi* in *James* v. *Durrant* was, that since a husband had covenanted to settle any property acquired by him during marriage in the right of his wife, and since the effect of the marriage was to transfer the title to certain shares belonging before the marriage to the intended wife, from the wife to the husband, such shares were caught by the clause.

The facts in *Manning* v. *Chambers* (*supra*) were these: A settlement was made by A on 14th February, 1842, giving A the first life interest and B the second life interest, determinable on *future* bankruptcy in favour of B's wife. B was a bankrupt at the date of the settlement. Since, however, his bankruptcy took place on 11th February, 1842, A might well have been

ignorant of it. A died in 1845, at which date B was still bankrupt. It was held that, notwithstanding the reference in the settlement to a *future* bankruptcy, it was intended by the settlor that B's *existing* bankruptcy should work a forfeiture. In the result, B's wife took the income and not B's bankruptcy trustee. KNIGHT BRUCE, V.C., referred to certain cases in which it had been held that bequests to the children of children, using words of futurity, included grandchildren of the testator whose parents were dead when the will was made, and then observed: "According to the true interpretation of the language of this settlement, the Court, I think, is bound to decide that the income of B's share belongs to his wife."

In *Seymour* v. *Lucas* (*supra*) it would seem that since, at the date when the will operated, namely, in the year 1854, B was no longer a bankrupt, he having obtained his discharge in July, 1844, B's bankruptcy should not work a forfeiture, even assuming that the clause applied to a bankruptcy existing at the date of the will, because the will spoke from death, and in 1854 B was not a bankrupt. But KINDERSLEY, V.C., observed: "I do not see how I could hold the language of the proviso in this case 'shall at any time hereafter' not to include the existing insolvency without overruling those authorities: though if those authorities did not exist I think I should have done so." In *White* v. *Chitty* (*supra*) the judgment proceeded upon the assumption that had B's bankruptcy, *existing before the date of the will*, been effective at the time when B's life interest first accrued, B would have forfeited such interest which was determinable on *future* bankruptcy. But it was held on the facts of the case, that, since B's bankruptcy had been annulled at the date on which the rents were considered to have first accrued, his interest was not forfeited. In *Trappes* v. *Meredith* (*supra*) HATHERLEY, L.C., observed: "I think that this case cannot be distinguished from those which I *followed* in my decision of *White* v. *Chitty*—I use that expression purposely." BOWEN, L.J., comments on this case as follows: "To stretch the doctrine so far as it was stretched in *Trappes* v. *Meredith*, where the testator knew of the bankruptcy at the date of the will, appears to me to leave common-sense aside": *Metcalfe* v. *Metcalfe* (*ubi supra*).

There are apparently only three subsequent cases which have a bearing upon the subject: *Robertson* v. *Richardson* (1885, 30 Ch.D. 623); *Metcalfe* v. *Metcalfe* (43 Ch.D. 633; 1891, 3 Ch. 1 C.A.) and *Re Evans* (1920, 2 Ch. 304, C.A.). In the case of *Robertson* v. *Richardson*, B's bankruptcy was a *future* bankruptcy which arose after the creation of the settlement. The sole point to be decided was whether a deed from the trustee in bankruptcy purporting to re-assign all B's interests to him (which was in terms wide enough to include the life interest) had that effect. It was held, on the authorities, that the forfeiture had already operated and that, since at the moment on which B's life interest fell into possession it became payable to the trustee in bankruptcy, it was forfeited, and that consequently the gift over operated to deprive B of his life interest altogether. The decision in this case is an illustration of the principles laid down in *In re Parnham's Trusts* (*supra*).

In *Metcalfe* v. *Metcalfe* a beneficiary had become bankrupt after the will was made, but before it operated, that is to say, before the death of the testator. B took under the will (*a*) a life interest in the proceeds of the sale of certain property in possession at the date of the testator's death, and (*b*) a similar life interest in certain interests which were reversionary at the date when the testator died and at the date when the case came on for hearing. Both life interests were forfeitable on *future* bankruptcy. The questions were whether the existence of the bankruptcy at the date of the testator's death involved a forfeiture of B's interests under (*a*) and (*b*). It was held, following *Trappes* v. *Meredith*, that the reference in the will to the *future* bankruptcy *included the existing* bankruptcy, and that since the interest under (*a*) vested before the bankruptcy was annulled, B's life interest went over; but that the bankruptcy did not work a forfeiture as against B's ultimate life interest in the reversionary funds, since the bankruptcy had been annulled before that interest had fallen into possession. On the first point, the decision of Kekewich, J., was upheld by the Court of Appeal. On the second point, there was no appeal, the decision being consonant with the principles stated by Fry, J., in *Hurst* v. *Hurst* (*supra*).

Finally, in *In re Evans*, where one gift was framed on wording indistinguishable from that to which the doctrine in *Trappes* v. *Meredith* has been applied, it was held, on the authority of that case, that the words of *futurity* as to the income to be derived from certain farms referred to a bankruptcy *existing* at the date of the father's codicil, with the result that the gift over operated and the son took nothing. But on other wording bestowing an annuity which was to go over if B "attempts to assign it or to become bankrupt," it was held that the doctrine in *Trappes* v. *Meredith* did not apply, and that an *attempt* to become bankrupt *must refer to a future and not to an existing bankruptcy*. Consequently, the trustee in bankruptcy was entitled to the income on this bequest until the creditors had been satisfied. Having obtained an annulment of the bankruptcy, B would thereafter have become entitled to enjoy the annuity unless and until he subsequently attempted to become bankrupt. Thereupon his right to receive the annuity would cease, and effect would be given to the general desire of the testator that it should be "entirely optional with my trustees to pay him the said annuity, my wish and intention being that the money is to be for his personal use to keep him from want." But even in this case, if, after the bankruptcy, of which the will-trustee would necessarily have had notice, he had decided to pay B his annuity in the shape of *money*—as distinguished from providing for his bodily comforts by paying for his board and lodging (*Re Coleman*, 1888, 39 Ch.D., 443)—such a payment could not be supported as against the bankruptcy-trustee, who could call upon the will-trustee to pay to him again a sum equivalent to that improperly paid to the bankrupt: *cf.*, *Re Ball* (1899, 2 Ir. R., 313). Such a claim might possibly be successfully resisted if the payments were not "in excess of the amount necessary for his mere support" (*Re Ashby*, 1892, 1 Q.B., 872, at p. 877). Alternatively, on B's subsequent bankruptcy the will-trustee might have decided to cease to pay the annuity at all either in cash or kind, and in that event the annuity would have gone to augment the residuary income payable to the testator's widow. The absurd result in this case, namely, that, in the case of the annuity, the bankruptcy-trustee took, and not the will-trustee for the son, and, in the case of the income from the farms, the widow took it and the son took nothing, was due to the fact that the late President of the Probate, Admiralty and Divorce Division drew his own will instead of entrusting the drafting to a competent conveyancer. The desired result could have been effected by creating a discretionary trust in favour of the son, the wife and daughter, with power to pay or apply the income for the benefit of all or any of these persons.

Had the doctrine in *Trappes* v. *Meredith* never been invented, the absurd result would have happened that both the annuity and the income from the farms would have passed to the son's bankruptcy-trustee; but that absurd result would have been the necessary consequence of construing the words in their natural sense, and, as pointed out by Lord STERNDALE, M.R. (after observing that "the testator had legal knowledge") "it would be a very dangerous thing for us to make a new will for the testator because we think that the one he has made does not carry out his intentions, and if we once embarked on a process of that kind we should get into great difficulties in trying to make wills what we think they ought to be and not what they are" (*ubi supra*, p. 318). Whilst, therefore, the Court, in construing a set of words indistinguishable from those used in *Trappes* v. *Meredith*, felt bound to follow the doctrine enunciated in that case, which, in order to rule out the bankruptcy-trustee, construed words of *futurity* as applying to an *existing* bankruptcy, and *pro tanto* "made a new will for the testator"; yet it declined to extend the doctrine to another set of words which necessarily connoted some *future act*, and held that the *existing* bankruptcy did not work a forfeiture as regards the annuity, with the result that the trustee in bankruptcy took it.

Requisitioning of Land and the Prerogative.

THE Great War will leave a profound mark on the law of the constitution. The emergency legislation is purely ephemeral, and the Military Service Acts and D.O.R.A. will in a few years' time be consigned to the oblivion which has long overtaken the corresponding statutes of Napoleonic times. But the effect of legal decision is more lasting, and chief importance must be ascribed to the *De Keyser's Hotel Case*, the whole story of which, and of the researches incidental to it, is given in Mr. LESLIE SCOTT and Mr. ALFRED HILDERSLEY'S interesting book.*

Sir JOHN SIMON'S introduction is chiefly notable for its comparison of the *Shoreham Aerodrome Case* (*re A Petition of Right*, 1915, 3 K.B. 649) with the present case. In the former, the Court of Appeal unanimously affirmed the decision of AVORY, J., and held that, both by virtue of the Royal Prerogative and under D.O.R.A., the Crown was entitled to take possession of land and buildings for the purposes of the Defence of the Realm without making any compensation. When the *De Keyser's Hotel Case* came before PETERSON, J., the *Shoreham Case* was held to cover it; but in the Court of Appeal a distinction was taken between premises taken, as in the *Shoreham Case*, for works of national defence, and those taken, as in the later case, for administrative purposes, and a majority of the Court supported the Hotel Company's case, so that in the House of Lords the Crown became the appellant. But here no difficulty was created by the *Shoreham Case*. There was no necessity to distinguish it, for the final tribunal was competent to over-rule it, and this it did. The reason, however, as Sir JOHN SIMON points out, is to be found not in any unsoundness in the earlier decision, having regard to the material then available, but to the historical research which had since taken place, and which shewed the actual course of constitutional law on this question of compensation. "The result of the searches which have been made," said the late Lord SWINFEN (1919, 2 Ch., at p. 221), "is that it does not appear that the Crown has ever taken the subject's land for the Defence of the Realm without paying for it: and even in Stuart times I can trace no claim by the Crown to such a prerogative." And in the House of Lords Lord DUNEDIN summed up the effect of the records as follows: "There is a universal practice of payment resting on bargain before 1708, and on statutory power and provision after 1708. On the other hand, there is no mention of a claim made in respect of land taken under the prerogative for the acquisition of which there was neither bargain nor statutory sanction. Nor is there any proof that any such acquisition had ever taken place."

For this change of judicial view in consequence of historical research Sir JOHN SIMON finds a parallel in the withdrawal by CROOKE, J., in *Hampden's Case*, of the earlier advice he had given to the Crown—though, it seems, only for conformity—in favour of the legality of ship-money. "Having duly," he said, "considered the records and precedents showed unto me, especially those of the King's side, I am now of an absolute opinion that this writ is illegal, and declare my opinion to be contrary to that which is subscribed by us all. And if I had been of the same opinion that was subscribed, yet, upon better advisement being absolutely settled in my judgment and conscience in a contrary opinion, I think it no shame to declare that I do retract that opinion, for *humanum est errare*, rather than to argue against my own conscience." This was in 1637, and 283 years later—so Sir JOHN SIMON concludes the introduction, "the case of requisition teaches the same lesson—the lesson that the foundations of constitutional law lie deeply embedded in ground which is in the joint occupation of historians and lawyers, and that the protection of private citizens against unfounded claims by the executive is one of the most valuable functions of the judiciary."

The book itself opens with a short history of the case. It was heard by PETERSON, J., in March, 1918. In the following July it was in the Court of Appeal, but was adjourned in order that a fuller examination might be made of the early documents. This was completed, so far as could be usefully done, by December and the appeal was resumed in January, 1919. In the following April judgment was given allowing the appeal (SWINFEN-EADY, M.R., and WARRINGTON, L.J., DUKE, L.J., dissenting), and the Crown's appeal to the House of Lords was heard and unanimously dismissed (Lords DUNEDIN, ATKINSON, MOULTON, SUMNER and PARMOOR) in the early part of this year, the final decision being given on 10th May. The case is reported *sub. nom. A. G.* v. *De Keyser's Royal Hotel Ltd.* in 1920, A.C. 508, and the judgments are set out in full in an appendix to the present volume. Other appendices contain a selection from the documents which were printed for use in the Court of Appeal and House of Lords.

The second chapter gives the story of the successive Defence Acts. The chief of the modern statutes is the Defence Act, 1842, and this and the later statutes in force at the outbreak of the war in August, 1914, are known as the Defence Acts, 1842 to 1873. But the Act of 1842 was by no means a novel piece of legislation. It was an amending and consolidating statute founded upon earlier statutes and particularly on the Defence Act of 1804, enacted in the emergency of the Napoleonic wars; and from that we can go back to 7 Anne, c. 24, a statute passed in 1708 during the war of the Spanish Succession. And the diligence of recent research has found still earlier statutes. Altogether there has been, especially in and since 1708, a steady stream of legislation on this subject, and the important point in reference to the present question is that compensation was always assessed either by agreement or by the statutory methods from time to time in force for assessing the purchase price of lands compulsorily acquired. There is, it seems, an entire absence of the notion that there was any prerogative right in the Crown to take lands without compensation. Whether lands were wanted permanently or only for temporary occupation, the regular course was to obtain statutory authority, and the acquisition was always recognised to involve the right of the subject to compensation. This appears to be the result of the minute examination which has been made of all the statutes dealing with defence. In particular—to come to recent times—the Defence Act, 1842, authorises the compulsory acquisition of land and prescribes the manner in which compensation is to be assessed, and subsequent legislation has applied in such matters the provisions of the Lands Clauses Act, 1845.

The authors then pass to the consideration of the exercise of the right of requisition apart from statute; that is, under the prerogative; in other words, "that discretionary or arbitrary authority which at any given time is legally left in the hands of the Crown" (Dicey, Law of the Constitution, 8th ed., 420); and the *Case of Saltpetre* (1606, 12 Rep., 12) is discussed in connection with purveyance, and the *Case of Ship-money* (*R.* v. *Hampden*, 3 How. St. Tr. 826) as regards its general bearing on the prerogative power to inflict burdens on the subject in the interests of the State, though it seems to have no very direct bearing on the present question. Purveyance, of course, was always subject to payment, but the difficulty was to get the money. Moreover, this only concerned the requisitioning of chattels. Neither case gives any certain guidance as to the requisitioning of land, and so far as the authorities refer to land, the right of entry is of a temporary nature only, and is based on the doctrine of necessity which applies as much to the subject as to the Crown; when, for instance, a fire threatens to spread to adjoining houses, it is lawful to enter to put it out. But the statement of the *Case of Ship-money* is interesting and adds to the value of the book. When we find in it the *dictum* that Acts of Parliament to take away the King's royal power in the defence of his realm are void, for no Acts of Parliament make any difference," we realise how far we have travelled from Stuart times. Turning from these authorities to the historical evidence, the documents relating to actual cases of requisition seem to show a uniform practice to pay compensation, settled either by agreement or by statutory procedure.

There remains the question of the D.O.R.A. and how far the right of taking land thereby conferred excludes the right to compensation, but this is a short point and it is sufficient to note the result. D.O.R.A. is subject to the Defence Act, 1842, and the summary right of entry expressly given for the purpose of the recent war is subject to the procedure for assessing compensation prescribed by that statute. This forms the subject of chapters IV and V; but, apart from their bearing on the present case, there is a very useful statement of the effect of D.O.R.A. and the decisions such as *Chester* v. *Bateson* (1920, 1 K.B., 829) by which the Courts—somewhat tardily, perhaps—have striven to break through the meshes of her net. "The effect"—the authors conclude, quoting the judgment of Lord DUNEDIN—"of statutory upon prerogative powers is, therefore, that where the subject-matter is identical, and the whole ground of something which could be done under the prerogative is covered by statute, it is the statute that rules, and the statutory powers alone can be employed." Sir JOHN SIMON and Mr. LESLIE SCOTT were the leading Counsel for the De Keyser Hotel Co., Sir JOHN succeeding Mr. P. O. LAWRENCE on the latter being raised to the bench. Mr. HILDERSLEY does not appear to have been retained in the case, but we imagine he must have had a close connection with it. However this may be, we shall probably not be far wrong in guessing that no inconsiderable part of the production of the book has fallen upon him. The case with its subsidiary material well deserved to be placed on record in this way, and the book, apart from being of great interest, will put the student of constitutional law on the track of much useful information and research.

*THE CASE OF REQUISITION.—In re A Petition of Right of De Keyser's Royal Hotel, Ltd. *De Keyser's Royal Hotel, Ltd.* v. *The King*. By LESLIE SCOTT, K.C., M.P., and ALFRED HILDERSLEY, Barrister-at-Law. With an Introduction by The Rt. Hon. Sir JOHN SIMON, K.C., and sometime A.G. Oxford. At the Clarendon Press. 16s. net.

Res Judicatæ.

Convictions on Mere Admissions.

IT SOMETIMES happens that an appeal in the Divisional Court discloses a set of facts which, had not the case been reported, one would have supposed only possible in a Gilbert and Sullivan opera. Nor is it always easy to find a principle by which to upset a manifestly erroneous conviction. In such cases the court has always one stand-by: it can fall back on the rule which forbids any procedure, before a judicial tribunal, which is contrary to "the principles of natural justice": *in re Dillet* (1885, 12 A.C. 466). Such a decision on such a state of facts is that of the Irish Divisional Court in *Rex* v. *Justices of Dublin County, ex parte Thomas Cahill* (1920, 2 I.R. 230). Here the defendant was summoned before justices on a charge of using abusive and threatening language. The complainant could not remember when the offence took place, but proved an alleged admission by the defendant that, on a date subsequent to the occurrence, as dated in the summons, he was at the place mentioned in the summons as the scene of the offence. On this evidence, *i.e.*, (1) Testimony of complainant that somebody had threatened him at a certain place on an uncertain date, plus (2) Testimony that the defendant had admitted being in that place

at a different time, the bench convicted the latter. Clearly the evidence here, being denied by the accused, does not establish the offence, but so unsettled are the first principles of the law of evidence, that, in quashing the conviction on a writ of *certiorari*, the Irish Divisional Court could find nothing nearer the mark than the vague doctrine that such procedure was "in disregard of the interests of justice." The real grounds seem to be: (1) An admission denied by the defendant is not sufficient evidence on which to convict unless corroborated by circumstantial evidence; (2) that an admission of physical presence at the scene of an offence is not a confession that defendant has committed the offence; and (3) That, where the date of an occurrence is capable of being ascertained, no one can be convicted of committing an offence at "some date or dates unknown."

Acts of a Magistrate when *Functus Officio*.

IT SOMETIMES happens that no authority exists on what appears to be a very fundamental point of law, with the result that a leading rule gets laid down in a rather slight case. This is well illustrated by *Grocock* v. *Grocock* (1920, 1 K.B. 1; 63 SOL. JOURN., 627) where the Divisional Court had a curious point before them. A magistrate sitting as a court of summary jurisdiction heard and determined an information just before his retirement. A few days later, having in the interval retired, he stated a case in writing for the opinion of the High Court. The question naturally arises at once, whether such statement is valid; the magistrate is no longer a court, and therefore appears to be *functus officio* on the date of signature. The court found an ingenious way out of this apparent *impasse*. A magistrate, in stating a case, they held, is not giving a decision and exercising a judicial discretion or performing any act of a magisterial character. He is merely giving evidence, in a way arranged by law, of certain facts which happened before him, so that the court can express an opinion on which not he, but his successor in office, will act. The possession of office is not essential to the giving of testimony, and therefore the doctrine of *functus officio* does not apply. This seems a little unconvincing. A magistrate can only state a case by virtue of statutory powers conferred on him as magistrate, and after he has ceased to be such it is not easy to see how he can exercise what is a limited and peculiar statutory *privilegium*.

Contracting Out of a Statute.

IT MAY be taken as a general rule of law that, where a statute modifies the common law rights of individuals in respect of property or contract, there is no rule of interpretation which forbids the parties to contract out of the statutory terms, unless such is expressed or clearly implied in the statute itself (see *Mears* v. *Callender*, 1901, 2 Ch. 388). Probably the rule is different where the personal status or the public rights of the parties are concerned, and, of course, when a statute avoids certain obligations or renders them illegal, it is against public policy to allow of contracting out. How far the law will go in this way is exemplified by the celebrated difficulty which occurred under the Employers' Liability Act of 1881; there "contracting-out" defeated alogether the intent of the Act, and it had to be replaced by the much wider Workmen's Compensation Act of 1897, which forbade such mutual evasion. Section 21 of the Agricultural Holdings Act, 1908, is another illustration, as is shown by the recent decision of Mr. Justice Peterson in *Premier Dairies Ltd.* v. *Garlick* (1920, 2 Ch. 17, 64 SOL. JOURN., 375). Here the lease of a farm contained a covenant by the lessee to deliver up at the end of the term all the demised premises and all new and other buildings and erections thereon and all such fixtures as were in anywise affixed or fastened to the freehold of the premises. This, of course, is in direct contradiction of the statutory tenant-right as enacted by section 21. But the statute contains no prohibition forbidding landlord and tenant to contract out of section 21, and therefore they can do so; and so the tenant was not permitted to remove buildings and fixtures, erected and affixed during the term, by the exercise of his statutory right so to do but in breach of his covenant.

Warranty of Fitness on Sale of Chattels.

AN INTERESTING point came before a Divisional Court on appeal from the County Court in *Gedling* v. *Marsh* (1920, 1 K.B. 668). Here the plaintiff was a retail dealer in mineral waters. These she purchased from the defendant, a mineral water manufacturer. Under the plaintiff's contract with the defendant she was charged both for the waters and for the bottle, but the penny charged for the latter was refunded when it was returned. One of the bottles so supplied was not "reasonably fit" for the purpose of containing mineral waters: such was the finding of fact. It burst and injured the plaintiff. She sued for damages on the ground that the bottle had been "supplied under a contract of sale" within the meaning of section 14 of the Sale of Goods Act, 1893, which provides ". . . there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale, except as follows: (1) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required so as to show that the buyer relies on the seller's skill and judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he be the manufacturer or not) there is an implied condition that the goods shall be reasonably fit for such purpose. . . ." Now on the facts it is clear (1) that the bottle was not reasonably fit for the retail sale of mineral waters; (2) that the buyer relied on the seller's skill and judgment to supply a proper bottle; and (3) that the bottle was "of a description which it is in the course of the seller's business to supply." It seemed therefore, as if the buyer must get home on breach of warranty. But the seller ingeniously contended that he did not *sell* the bottles, only *hired* them out to the retailer, who was bound to return them. This is very clever. It raises an exceedingly difficult point. But the court cut the Gordian knot. They held that, whether the bottles are sold or hired, they are alike "supplied under a contract of sale" and so are within the words of the section quoted above, and subject to the statutory warranty of reasonable fitness. But, frankly, we do not believe that the legislature ever intended to distinguish between "sold" and "supplied under a contract of sale." Surely the contract of sale must be one for the sale of the article not found fit; sale of another article seems irrelevant.

Reviews.

Equity.

THE PRINCIPLES OF EQUITY, by A. M. WILSHERE, M.A., LL.B., Barrister-at-Law.

This book, the author states, is written primarily for students, and he adds that no statement of law has been taken from a head note. We should hardly have thought this assurance was required, for we are all familiar from the title page of Smith's Leading Cases, if not from the original in COKE, that "It is ever good to relie upon the book at large," and he who takes his law from a head note will often come to grief. And, indeed, while to save the time of the Court, it may be sufficient sometimes to give the head note of a case, yet this is rarely done save by way of preface to an examination of the judgment, and in the case of a text-book writer, it is obvious that his readers assume that he has made sure of the law actually established by each case he cites. Until comparatively recent times there was, indeed, no way of getting at the doctrines of equity except by an examination of the cases; but, as we recently noticed in reviewing the last English edition of "Story," that eminent American Judge and teacher of law supplied the deficiency, and since his time various writers have presented this branch of Jurisprudence in conciser form. Mr. Wilshere's is the latest attempt of this nature, and his statement of the principles of equity can be recommended for the study of the student, and as a useful guide to the practitioner. On the interesting and somewhat refined doctrine of merger of charges, which was the subject of illuminating discussion in all three successive tribunals up to the House of Lords in *Whiteley* v. *Delaney* (1914, A.C. 132), his statement of the doctrine is informing and clear, and the reference to the cases full; and in connection with equitable relief against penalties, there is a useful statement of the rules for distinguishing penalties from liquidated damages, including reference to such cases as *Kemble* v. *Farren* (6 Bing. 141) and the *Clydebank Co.'s Case* (1905, A.C. 6). And at pp. 206 *et seq.*, the subject of priority of incumbrances is usefully discussed, and the student will find it a very instructive task to follow the summary which Mr. Wilshere gives of the points in the important case of *Taylor* v. *London & County Banking Co.* (1901, 2 Ch. 231) and the earlier case which that decision followed or illustrated. Altogether this is a very serviceable statement of the doctrines of equity.

Conveyancing.

ELEMENTS OF CONVEYANCING FOR THE USE OF STUDENTS, by HENRY C. DEANE and CUTHBERT SPURLING, M.A., Barrister-at-Law. With which is incorporated Students' Precedents in Conveyancing, by JAMES W. CLARK, M.A., Barrister-at-Law. Sweet & Maxwell, Ltd. 21s. net.

In the present edition of this useful student's text-book an attempt has been made to include in one volume of reasonable compass the law as to the contract of sale and the conveyancing of land, and for this purpose the portion dealing with sales has been practically re-written, and additions have been made including a section dealing with the Settled Land Acts and a chapter on conveyance by registration. In addition, the precedents have been revised, and some further precedents included. The chapter on contracts for sale has properly been made an important feature of the book and it is comprehensive and well written. The question of the effect of acceptance "subject to a formal contract," is not overlooked (p. 24) and in practice this is constantly arising; but the reference to *Winn* v. *Hall* (7 Ch.D. 29) should have been replaced or supplemented by a reference to *Von Hatzfeldt-Wildenburg* v. *Alexander* (1912 1 Ch. 284), which is now the leading case on the subject.: see *Rossdale* v. *Denny* (*ante*, p. 59) Another important question in practice is the use of the rescission clause in cases where an inconvenient requisition is insisted on, and at p. 47 the cases on this point, including *Re Jackson & Haden's Contract* (1901, 1 Ch. 412) are given. The chapter on mortgage deeds gives, of course, the recognised conveyancing devices in connection with mortgages of leaseholds; but in fact, mortgages by sub-demise have become too common, and unless there are onerous covenants which might actually involve the mortgagee in liability, the mortgage should be by assignment. Every practitioner knows the inconveniences caused by outstanding nominal reversions when the property comes to be sold. But it is for the student primarily to learn and not to criticise. The help he will get from the book may help him to be a sound critic later.

Company Law.

COMPANY LAW, by R. J. SUTCLIFFE, Barrister-at-Law. Stevens & Sons, Ltd. 12s. 6d. net.

Treated in detail, company law leads to books of great length, and one or more of them the practitioner is bound to have at hand. But as to its principles, company law admits of much more concise treatment, and Mr. Sutcliffe has successfully dealt with it on these lines. In twenty-five chapters, commencing with one on limited liability and concluding with a series of chapters on winding-up, he discusses the numerous matters arising in the course of a company's career, and the references to cases are sufficient without the book being overloaded. The question whether borrowing by a company is *ultra vires* or not, and, if *ultra vires*, to what extent the borrower is helped by the doctrine of subrogation or otherwise, is one of great interest both practically and technically, and at pp. 347, *et seq.*, the principles laid down in *Re Wrexham, Mold & Connah's Quay Rly. Co.* (1899, 1 Ch. 40), and other cases, including the important discussion of the matter in *Sinclair* v. *Brougham* (1914, A.C. 398) are very clearly and usefully stated. For the guidance of officers of companies, a table is given (pp. 294, *et seq.*) of statutory offences under the Companies Act 1908. The book is a very useful and practical guide to company law.

Rating.

THE LAW AND PRACTICE OF RATING BOTH WITHIN AND WITHOUT THE METROPOLIS. Fourth Edition. By WALTER C. RYDE, K.C. Butterworth & Co.; Shaw & Sons. 70s.

This new edition of the classical text book on Rating is published opportunely in view of the Quinquennial revision of valuation in London. It essays to deal with the whole Law and Practice of Rating both without and within the Metropolis, and to do with such completeness as will satisfy the usual requirements of parochial officers, valuers, and lawyers engaged in the practical administration of Rating Law. The book has two subdivisions, one covering Law and the other Practice. In the first subdivision are considered the general questions (*a*) Who is liable to be rated? and (*b*) What is the measure of his liability?; and also the specific points arising out of the many special kinds of property to which peculiar rules of valuation apply, *e.g.*, railways, docks, tolls and tithes. The most recent cases have been carefully noted and the book has been brought thoroughly up to date.

Books of the Week.

Solicitors' Forms.—Jones's Book of Practical Forms for use in Solicitors' offices, Vol. III. By the late CHARLES JONES. Revised and completed by T. S. DUFFILL EFFINGHAM WILSON.

Digest.—The English and Empire Digest, with complete and exhaustive annotations. Being a complete Digest of every English Case reported from early times to the present day, with additional cases from the Courts of Scotland, Ireland, the Empire of India and the Dominions beyond the Seas, and including complete and exhaustive annotations, giving all the subsequent cases in which judicial opinions having been given concerning the English Cases Digested. Vol. IV. Bankruptcy (Parts 1-18). Butterworth & Co.

Business Announcements.

As from the 1st December, Mr. EUSTACE HEYWOOD BARCHARD is retiring from the firm of Messrs. Janson, Cobb, Pearson & Co., of 22, College-hill, London, E.C.4, in order to take up a position at Lloyd's Bank, Limited, and the firm are taking into partnership Mr. HAROLD NEVIL SMART, C.M.G., O.B.E., who has retired from the firm of Rehder & Higgs, of 29, Mincing-lane.

On and after the 29th November instant Messrs. MICHAEL ABRAHAMS SONS & CO.'s address will be 6 Austin Friars, E.C.2, and their telephone number and Paris address will remain respectively 345 London Wall and 23 Rue Taitbout.

CASES OF THE WEEK.

Court of Appeal.

COOPE *v.* **RIDOUT.** No. 1. 12th and 15th November.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—SALE OF FREEHOLDS—CONDITIONAL OFFER—"SUBJECT TO CONTRACT"—DRAFT CONTRACT APPROVED BUT NOT SIGNED—NO FORMAL CONTRACT.

An offer to purchase a freehold estate at a certain price, "subject to title and contract," was made, and at interviews and in correspondence between the parties all the terms of the contract were agreed upon and embodied in a draft prepared by the purchaser's solicitors and sent to and returned approved by the vendor. The vendor subsequently refused to execute the engrossment of the contract.

Held (affirming Eve, J.*) that the condition meant "subject to the preparation and execution of a formal contract," and had not been complied with, therefore neither party was bound, and the purchaser was not entitled to specific performance of a contract containing all the terms agreed on.*

Appeal by the plaintiffs from a decision of Eve, J. (reported 64 SOLICITORS' JOURNAL, 684) in an action of specific performance. By a letter dated 16th August, 1919, the plaintiffs, who were trustees of a marriage settlement, made an offer to purchase a house and land known as Park Hill, near Lyndhurst, in the occupation of their tenant for life for the sum of £12,000 "subject to title and contract." The defendant replied that he might be prepared to accept the offer. Subsequently interviews and correspondence took place between the plaintiffs' solicitors and the defendant, and practically all the terms of the contract were agreed on, two matters as to the removal of the defendant's furniture from the house and the sale of certain fixtures to the plaintiffs being left open for some time, but ultimately agreed. The plaintiffs' solicitors then prepared a draft contract and sent it to the defendant for his approval to be returned with any comments and additions he might think necessary. The Defendant returned the draft, observing in his letter, "It seems to be all in order." Shortly afterwards the defendant received an offer of £13,000 for the property and wrote to the plaintiffs' solicitors asking them either to raise their price to £13,000 or to release him. They refused to do either, and as the defendant refused to sign the contract they brought this action for specific performance. Eve, J., held that no concluded contract had come into existence which he could enforce, and that being so the defendant was not bound, and he dismissed the action. The plaintiffs appealed.

THE COURT dismissed the appeal.

LORD STERNDALE, M.R., having stated the facts, and read the correspondence between the parties, it was contended below but not in that court, that after a letter written by the defendant on 19th November there was a concluded contract. But it was said that on the defendant's reply returning the draft saying that it was all in order, there was a complete contract, the letter having been stamped and relied on as concluding the agreement. It seemed to his lordship that *primâ facie* a solicitor writing a letter and making an offer to purchase "subject to contract" meant "subject to a formal contract being executed." The present case differed, however, from all others that his lordship had referred to, or which had come within his experience, in the facts. Here there was a draft approved by both sides, whereas in all the other cases the formal contract had not been actually put into draft, or at any rate had not been approved in draft. Did the approved draft satisfy the condition of the letter? The question had been well answered by Eve, J., in his judgment. He said, "What is the true meaning of the condition? Is it fulfilled as soon as you can assert with confidence that the parties are *ad idem* and that a consensus on all material points has been reached? I do not think so. I think the condition contemplates and requires a written contract made *inter partes* and formally entered into. In my opinion, that document has never come into existence, and in the absence of it I cannot think I ought to hold that the defendant is bound." That was entirely in accordance with the dictum of Parker, J., in *Von Hatzfeldt-Wildenburg* v. *Alexander* (1912 1, Ch. 284). The appeal failed and must be dismissed with costs.

WARRINGTON, L.J., and YOUNGER, L.J., delivered judgment to the same effect, the former observing that Sir George Jessel, M.R., in *Winn* v. *Ball* (7 Ch.D. 29) in referring to the preparation of a formal contract meant subject also to its execution.

COUNSEL, *Owen Thompson, K.C.*, and *Bryan Farrer*; *Maugham, K.C.*, and *Adams*. SOLICITORS, *Fellowes & Co.*; *William Sturges & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

SIMMONDS *v.* **NEWPORT ABERCARN BLACK VEIN STEAM COAL CO., LTD.** No. 2. 10th, 11th and 12th November.

MINE—COAL MINE—WAGES—OBLIGATION TO DELIVER DETAILED PAY TICKET—COLLIERY BOY WORKING WITH BUTTY—COAL MINES ACT, 1911 (1 & 2 Geo. 5, c. 50), s. 96 (2).

By section 96 (2) *of the Coal Mines Act*, 1911, *the wages of all persons employed in a mine shall be paid weekly and "there shall be delivered to each such person a statement containing detailed particulars of how the amount paid to him is arrived at."*

Held, that the obligation imposed upon a mine owner by the above sub-section included the duty to deliver a detailed pay ticket to a boy employed in the mine who worked under, and whose wages were handed to him by, a butty who had received the amount from the mine owners.

Decision of Bray, J. (*reported* 1920, 3 K.B. 131) *affirmed.*

Appeal by the defendants, the mine owners, from a decision of Bray J., sitting without a jury. The plaintiff was a lad of seventeen who had worked in the colliery ever since he was fourteen. Substantially during the whole of that time he was paid his wages by the butty under whom he worked. He knew what he was entitled to, and his wages rose as he got older. It did not appear that he ever received more than the wages due under Lord St. Aldwyn's award, except that occasionally he got presents from his butty. The butty received a weekly statement from the defendants showing the wages due to him, but not what was due to the plaintiff. All this was in accordance with the usual practice at the colliery. The butty had no right to dismiss the plaintiff. In these circumstances the plaintiff claimed a declaration that he being a person employed by the defendants in or about their mine and entitled to be paid wages weekly was by virtue of section 96 (2) of the Coal Mines Act, 1911, entitled to have delivered to him weekly by the defendants while he was employed by them a statement containing detailed particulars of how the amount paid to him weekly as wages was arrived at, and that the defendants were under a statutory duty to deliver that statement to him. The defence was that in the circumstances no statement could be demanded either from the defendants or the

butty. Bray, J., held in favour of the plaintiff and made a declaration that the plaintiff was entitled to have delivered to him weekly by the defendants their servants or agents a statement containing detailed particulars of how the amount paid to him weekly as wages was arrived at. The mine owners appealed.

BANKES, L.J., in dismissing the appeal, said that in his opinion the view taken by Bray, J., was clearly right. The question before this court was as to whether the plaintiff, a boy working under a butty in the defendants' colliery, was entitled to have delivered to him by the defendants a statement setting out how the wages paid him each week by the butty were made up. In his opinion the facts found by the learned Judge established that the relationship of master and servant existed between the company and the plaintiff, and that the butty was merely the agent of the Company, and paid the plaintiff under the contract the plaintiff had with the defendants, which began by the signing of the book signed by the plaintiff which was a copy of the Conciliation Board Agreement. Before Bray, J., the defendants raised many defences, but in this court they were confined to four, two of which raised the question of the jurisdiction of the court to entertain the action. It was argued that inasmuch as by section 96 (3) of the Act, failure to comply with the requirements of section 96 was an offence cognizable only by justices, there was no jurisdiction in the High Court to deal with it. Assuming, however, that there was jurisdiction to entertain the action, the declaration asked for, being discretionary, ought not to have been made. Then it was argued that regard must be had to the provisions of the Coal Mines (Minimum Wages) Act, 1912, which necessarily altered the construction of the Act of 1911 by virtue of its provisions as to the payment of wages. The words in section 96 (2) "detailed particulars of how the amount paid to him is arrived at" applied only in the case of piece workers, and not to day workers, as the plaintiff was. Then it was argued that section 94 (2) clearly recognised that a boy in the plaintiff's position was in the butty's employ for that sub-section spoke of "the immediate employer of every boy, other than the owner, agent or manager of the mine." He agreed with Bray, J., that these contentions failed for the reasons given by that learned and careful judge in his considered judgment. The appeal must be dismissed.

SCRUTTON and ATKIN, L.JJ., gave judgment to the like effect. Order accordingly. COUNSEL for the appellant, *Compston, K.C.*, and *Harold Morris*. For the respondents, *Disturnal, K.C.*, and *Lincoln Reed*. SOLICITORS, *Bell, Brodrick & Gray*, for *Kensholes & Prosser*, Aberdare; *Smith Rundell, Dods & Bockett*, for *Morgan Bruce & Nicholas*, Pontypridd.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

Re **HARCOURT. PORTMAN** *v.* **PORTMAN.** Eve, J. 12th November.

SETTLED ESTATE—HEIRLOOMS—CHATTELS TO GO WITH MANSION HOUSE—SO FAR AS LAW PERMITS—TENANT IN TAIL—VESTING—SHIFTING CLAUSE.

A mansion house was settled upon several persons successively in tail subject to a clause that the interest of any person becoming entitled to a certain barony should cease and determine. By another will, chattels were bequeathed to go with the mansion house, and the question raised by this summons was whether the shifting clause applied to the chattels.

Held, that the chattels vested in the second plaintiff and that the shifting clause was void as regarded the chattels and did not determine the plaintiff's interests in them.

The question raised by this summons relates to the ownership of certain chattels bequeathed by the will of F. V. Harcourt to go and be held so far as the rules of law and equity permit as heirlooms with the mansion house and Buxted Park Estate. That estate was devised by the will of the testator's wife in trust for the first and other sons of her niece and the issue of every such son so that every such son should take an estate for life with remainder to his first and every other son successively in tail with remainder to his first and every daughter successively in tail with remainders over. The testatrix died in 1877, her husband in 1880 and her niece in 1899. On the death of the niece the first named plaintiff succeeded to Buxted Park as tenant for life. His only child, Selina Portman, the second plaintiff, was born in 1903. In October, 1919, the first named plaintiff succeeded to the barony of Portman and thereupon by virtue of the shifting clause in the will of the testatrix whereby the interest of any person becoming entitled to the barony and of his issue should cease the Buxted Park went over to Claud B. Portman for life with remainder to his first and every other son successively in tail with remainders over. The defendant, Edward Claud B. Portman, was the eldest son of the defendant, Claud B. Portman, and was born in 1898. In these circumstances, the first question was whether the chattels vested absolutely in the second plaintiff, who on her birth became entitled to the mansion house for a vested estate of inheritance in remainder expectant on the death of her father. The second question was whether the respective interests of the plaintiffs were subject to the provisions of the shifting clause in the will of the testatrix.

EVE, J.: Were the matter free from authority I am not prepared to say that the language might not be construed as importing into the gift of chattels the condition of actual possession of the mansion house. But in these cases before holding that the legal principle long established for regulating gifts of chattels as heirlooms with settled real estate is not to be applied to a particular bequest it is essential to find in the particular bequest language substantially differing from that used in other cases to which the principle has been held applicable. In *Re Chesham's Settlement*, 1909, 2 Ch. 329, the Court of Appeal held that a tenant in tail who died before coming into actual possession of the mansion house was concluded from all interest in the chattels. That decision has been subjected to some trenchant criticism, but this would not absolve me from following it if the language of this testator brought the bequest within its authority. I do not think it does. I think the bequest is couched in terms much more nearly approaching those employed in the will dealt with in the leading case of *Foley* v. *Burnell*, 1 Br. C.C. 274. I can see no material difference between the words there used and the words I have here to deal with. In my opinion, the rule established by *Foley* v. *Burnell* and applied in a great number of subsequent cases applies here, and subject to the question as to the effect of the shifting clause the chattels have vested in the second plaintiff subject to her father's life interest. The question then arises whether the respective interests of the plaintiffs are subject to the provisions of the shifting clause contained in the will of the testatrix. It is contended that they are not, inasmuch as the clause is void as regards the personalty by reason of its transgressing the rule against perpetuities, and it cannot be denied that a settlement of personalty upon trusts corresponding as near as may be to the limitations of the real estate would be void as tending to a perpetuity. Not so as regards the realty, because it is in the power of the tenant in tail at any time after attaining majority to discharge the executory limitation engrafted on the estate tail by barring the entail. From which it has been argued in this case that by analogy the personal estate settled upon trusts corresponding to the limitations of the realty ought also to be exempted from the operation of the rule against perpetuities. But this argument overlooks the fundamental objection that no trust could be framed creating an estate or heritable interest in personalty corresponding to the estate tail in realty and there cannot therefore exist any pretext for raising an analogy between the realty and personalty in considering the question of remoteness. It was further argued that by the use of the words "so far as the rules of law and equity will permit" the testator has effectually guarded himself against the creation of any trust contrary to the rule against perpetuities. But the trust is executed, not executory, and to give to the words relied on the effect contended for would be to ignore this fact. The only true test is to write out *in extenso* trusts of the personalty corresponding as near as may be to the limitations of the realty and then to determine as a matter of construction whether or no the rule against remoteness is infringed. If it is, the construction cannot in my opinion be controlled by the words relied on. Lord Chelmsford in *Christie* v. *Gosling*, L.R. 1 E. and I., App. 290, puts it in this way: "The bequest is a declaration by the testator of the trusts of the personal estate and if he has expressed his intentions so as to offend against the law of perpetuity the words 'as near as the rules of law and equity will permit' in his reference to the trusts of the real estate will not assist him.' Much reliance was placed on the case of *Harrington* v. *Harrington*, L.R. 5 E. and I., App. 87, and in particular on the speech of Lord Westbury, and at first sight it might appear to be an authority in support of the defendant's argument; but a closer examination of the facts and of the other speeches leads, I think, to the conclusion that Mr. Jarman is right in treating it as a decision showing that the words "so long as the law permit" may be used in a case of doubt in aid of a construction which will not be obnoxious to the rule against perpetuities and not as an authority that the words are effectual to correct a gift which in terms infringes the rule. The conclusion at which I have arrived is that the shifting clause is void as regards the chattels and that the respective interests of the plaintiffs in the chattels are not thereby determined.—COUNSEL, *Romer*, K.C., and *H. T. Method*; *Maugham*, K.C., and *Whinney*; *Dighton Pollock*. SOLICITORS, *Rawle, Johnstone & Co.*; *Greenfield & Cracknall*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.

High Court—Chancery Division.

JENKIN *v.* **THE PHARMACEUTICAL SOCIETY OF GREAT BRITAIN.** Peterson, J. 19th and 27th October.

CORPORATION—ROYAL CHARTER—CORPORATION BY STATUTE—ULTRA VIRES—PHARMACY ACT, 1852 (15 & 16, Vict., c. 56).

A corporation created by charter can at Common Law do with its property all such acts as an ordinary person could do, unlike companies or societies incorporated by statute, which cannot embark upon undertakings which are not intended by Parliament to be covered thereby.

Baroness Wenlock *v.* The River Dee Company (36 *Ch. D.* 675) *applied.*

Such acts, however, might be acts which will render such a corporation liable to have its charter recalled by the Crown on a scire facias, *which would amount to the destruction of the corporation by a forfeiture of its charter, and accordingly a member of the chartered corporation is entitled to take proceedings for an injunction to restrain the corporation from doing something which might have the ultimate effect of destroying it.*

Breay *v.* Royal British Nurses Association (1897, 2 *Ch.* 272) *followed.*

This was an action brought by a member of the defendant society asking for a declaration that it was not within its objects or purposes to perform the things set out in certain paragraphs of the Statement of Claim which included provisions for starting an industrial council for regulating the trade and other kindred matters; and for an injunction to restrain the society from spending its funds upon any of such purposes. The society was incorporated by Royal Charter in 1843 for advancing chemistry and pharmacy and promoting a uniform system of education of those practising the same, and to promote a provident fund for distressed members thereof. The Charter declared who should be members and associates, and provided for general meetings, appointment of officials, and empowered the council thereof to make bye-laws. The Pharmacy Act, 1852, provided for the granting of certificates, the keeping of a register, and the protection of unregistered persons from practising as pharmaceutical chemists, and confirmed the Charter as passed. The Society now sought to extend its objects in the way indicated, and the plaintiff, a member thereof, sought to restrain them from so doing.

PETERSON, J., after stating the facts, and in the course of a long judgment, said: The first question is whether a chartered society can be restrained from doing acts which are prohibited or not expressly or impliedly authorised by its charter. Corporations created by charter and not depending for their constitution and status on an Act of Parliament stand on a somewhat different footing from companies incorporated by statute for special purposes, and from societies, whether incorporated or not, which owe their constitution and status to an Act of Parliament having their powers and objects defined thereby, for such companies and societies cannot apply their funds to any purposes foreign to the purposes for which they are established, or embark on any undertaking in which they are not intended by Parliament to be covered (*see* Lord Macnaghten's judgment in *Amalgamated Society of Railway Servants* v. *Osborne*, 1910, A.C. 87). A corporation created by charter can at Common Law do with its property all such acts as an ordinary person could do, and can bind itself to such contracts as an ordinary person can bind himself to, and even if a charter expressly prohibits a particular act the corporation can at Common Law do the act: *Riche* v. *Ashburys Railway Carriage and Iron Co.* (1874 L. R., 9 Ex. 224), *Baroness Wenlock* v. *River Dee Co.* (*supra*), *British South Africa Co.* v. *De Beers Consolidated Mines Ltd.* (1910, 1 Ch. 354); but if the corporation does that which is prohibited, or is not authorised by its charter, the charter may be recalled by the Crown by proceedings on a *scire facias*. Although this difference exists, it does not follow that a member of a chartered society cannot take legal proceedings for the purpose of preventing the society or its governing body from doing acts outside the purposes authorised by the charter which might lead to the destruction of the corporation by the forfeiture of the charter. On this point three cases have been referred to, namely *Ward* v. *The Society of Attorneys* (1844, 1 Coll. 370), *Rendell* v. *The Crystal Palace Co.* (1858, 4 K. & J. 326), and *Breay* v. *Royal British Nurses Association* (*supra*), and in my opinion the authorities justify me in holding that if the defendant society intended to do acts not authorised by its charter, a member is entitled to ask for an injunction restraining the commission of acts which are outside the scope of the charter, and which may result in the forfeiture of the charter and the destruction of the Society. Further, section 1 of the Pharmacy Act, 1852, confirmed the charter, and section 2, which authorised the council to make bye-laws for the purposes contemplated by the charter or the Act, recognised that the only purposes of the society were those which were contemplated either by the charter or by the Act, and in my judgment that amounts to a statutory limitation of the objects of the Society. [Here the judge scrutinized in detail the matters proposed to be done and found some outside the purposes, and made a declaration and granted the injunction accordingly]. COUNSEL, *J. B. Matthews*, K.C., and *Sir A. H. Richardson*; *Macmorran*, K.C., and *Slesser Vannede*. SOLICITORS, *Neve, Beck & Kirby*; *Thompsons, Quarrell & Jones*; *Greenfield & Cracknell*.

[Reported by L. M. MAY, Barrister-at-Law.]

***In re* HEWETT. ELDRIDGE** *v.* **HEWETT.** Russell, J. 5th November.

EXECUTORS—EXPENSES INCIDENT TO SPECIFIC LEGACIES.

Executors are entitled to pay and should pay the costs of packing and shipping to England from Hong Kong, and delivering to the legatees, specific legacies bequeathed by a will proved in England.

Perry *v.* Meadowcroft (4 *Beav.* 197) *applied.*
In re De Sommery (1912, 2 *Ch.* 622) *distinguished.*

This was a summons raising among other questions the question whether the cost of packing, shipping to England, and delivering to the legatees certain specific legacies situate in Hong Kong ought to be borne by the specific legatees or paid out of the general estate. A testator died in Hong Kong in 1915 possessed of various chattels in Hong Kong and Shanghai which were disposed of as specific legacies by his will and codicils. The will and codicils were proved in England in 1916 by the executors, who were all permanently domiciled in England.

RUSSELL, J., after stating the facts, said: The only authority directly in point is *Perry* v. *Meadowcroft* (*supra*), where the then Master of the Rolls said: "I consider it part of the duty of executors to get in all the testator's estate whether specifically bequeathed or otherwise." That case was doubted by Parker, J., in the case of *In re De Sommery* (*supra*), but his doubt does not appear to extend to the view of the Master of the Rolls stated above. The reasonable and proper view is that the executors are entitled to pay and hould pay the costs of packing the chattels and of having them conveyed to the country where they were required for the purpose of distribution among the persons entitled. COUNSEL, *Hurst*, K.C., and *Rand*; *C. J. Matthew*, K.C., and *Howard Wright*; *Clauson*, K.C., and *Warwick Draper*; *J. L. Gray*. SOLICITORS, *Bird & Eldridges*; *Nye, Moreton & Clowes*; *Griffith & Son*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division

TAYLOR *v.* **FAIRES.** Oct. 29th, 1920.

LANDLORD AND TENANT—ORDER FOR POSSESSION—ALTERATION OF LAW BEFORE ORDER EXECUTED—POWER OF COURT TO RESCIND OR VARY—DISCRETION OF JUDGE—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 GEO. 5, c. 17), s. 5, SUB. (3).

'By section 5 of the Increase of Rent and Mortgage Interest (Restrictions) Act 1920, the Court may rescind or vary an order for possession not executed where, in the opinion of the Court, the order would not have been made if the Act had been in force when the order was made:—

Held, that the Act does not oblige the Court to deal with the matter as if it came before the Court for the first time under the new Act, but gives a discretion to re-open the matter if the Court thinks it desirable in the particular circumstances.

Appeal from Southend County Court raising a question as to the jurisdiction of the County Court Judge under the Increase of Rent and Mortgage Act, 1920, when he has already made an order or given judgment before the passing of the Act.

Mrs. Taylor, the landlord of a house, No. 18 Anerley Road, Westcliff-on-Sea, purchased the house in March 1920. Miss Faires, had been tenant of it for some years, and she used it as a lodging-house and means of livelihood. On May 7th 1920, Mrs. Taylor obtained an order for possession to be given on Sept. 29th, she having purchased the house for her own and her family's occupation. She had offered to Miss Faires, as alternative accommodation, two rooms only in the same house. At the date of the order the Act which was then in force, did not apply to business premises, and it was not necessary to show alternative business accommodation. When the new Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, came into force on July 2nd, 1920, and applying to business premises, the order of the County Court Judge had not been executed, and Miss Faires gave notice of her intention to apply for the rescission of the order made on May 7th.

By section 13 (1) (*b*) of the Act of 1920, the condition of obtaining an order for possession of business premises is that "the premises are reasonably required by the landlord for business, trade, or professional purposes, or for the public service, and (except as otherwise provided by that subsection) the Court is satisfied that alternative accommodation, reasonably equivalent as regards rent and suitability in all respects, is available".

The application for rescinding the order of May 7th was made under section 5, sub-section 3, of the Act of 1920, which provides: "Where any order or judgment has been made or given before the passing of this Act, but not executed, and in the opinion of the Court, the order or judgment would not have been made or given if this Act had been in force at the time when such order or judgment was made or given, the Court may, on application by the tenant, rescind or vary such order or judgment in such manner as the Court may think fit for the purpose of giving effect to this Act." When the application came before the Judge on Sept. 16th it was contended for the tenant that the premises were business premises; and for the landlord that the premises constituted a dwelling-house, and had been dealt with as such by the order of May 7th. The Judge declined to rescind or vary his order, except by extending the date for giving up possession until Oct. 25th. The tenant appealed and the argument on her behalf was that by section 5, sub-section 5, it was obligatory on the Judge to re-try the case, as the landlord would not have been entitled to possession under the new Act, which first brought business premises within the Rent Restriction legislation. The word "may" in the section meant "must"; *Macdougall* v. *Paterson* (1851) C.B. 755 and *Julius* v. *Bishop of Oxford* (1880) 28 W. R. 726, 5 App. Case 214, at p. 225. In the Arbitration Act, 1889, and the Workmen's Compensation Act, 1906, the word "may" had been construed as "shall."

For the landlord it was contended that the premises had been treated by all the parties in May as a dwelling-house, and neither the landlord nor the tenant could set up that they were business premises; and it had been held in *Epsom Grand Stand Association* v. *Clarke* (63 S. J. 642; 35 T. L. R. 525,) that a house was not the less a house because it was used for business purposes. The tenant had proceeded on the fact of the premises being a dwelling-house partly used for business purposes (the case under the new Act, section 12 (*b*) (ii) where a dwelling-house is partly used for business purposes), and she could not now claim under section 13 of the new Act, which relates to business premises proper. But even if the premises were assumed to be purely business premises, this did not prevent the Judge dealing with the matter in his discretion, and did not bind him to rescind his previous order. The words "or vary" in section 5 supported that view, and there was no reason for reading "may" as "shall."

EARL OF READING, C.J. This appeal related to premises which in appearance were a dwelling-house, but which were also used as business premises by a landlady who kept a boarding or lodging-house. The case came before the County Court Judge under the old Acts, which did not include business premises, and the Judge made an order for possession as if on an application for possession of a dwelling-house. Then in July the new Act was passed containing section 5 (3). The question was whether Parliament intended to give the Judge a rigid power which he must exercise, if he were satisfied that the order should not have been made under the new Act, or whether it gave him a discretion to re-open the matter, if he thought fit to do so, in the particular circumstances. The authorities cited did not help much; the object and circumstances of the Act had to be considered. He had come to the conclusion that the word "may" meant may, and not "shall." He did not think it necessary there should be a finding as to whether the premises were business premises—the landlord not being entitled to possession unless he required them for his own business purposes. In his lordship's view, it was not necessary because the true view seemed to be that by this very exceptional legislation Parliament meant to give a discretion to the Court; and it took the very exceptional course of not making the Act retrospective, but of giving the Court, which was otherwise *functus officio*, the very unusual power of revising its judgment in the light of the new Act. That Court ought not to limit the power. If it had been intended by Parliament they should be limited apt words could have been found. The view he had taken was supported by the use of the words "or vary" The appeal must be dismissed.

DARLING, J., and SALTER, J., agreed. Appeal dismissed.—COUNSEL, *Critchley*, for the tenant: *Tindal Atkinson* for the landlord. SOLICITORS, *C. T. Wilkinson*; *C. R. Sawyer* and *Withall* for *H. J. Jefferies & Co.*, Southend-on-Sea.

Societies.

Inner Temple.

The Treasurer, Mr. W. R. Bousfield, K.C., F.R.S., and the Masters of the Bench of the Inner Temple entertained the following guests at dinner, being the Grand Day of Michaelmas Term:—

Cardinal Bourne, Viscount Mersey, Viscount Devonport, Sir Edward Carson, K.C., Sir Eric Geddes, the Master of the Temple, Mr. Justice Russell, Sir John Runtz, Sir William Tilden, F.R.S., Mr Leouzon le Duc, representing the Batonnier of the Paris Bar, the Batonnier of the Brussels Bar, Mgr. Canon Jackman, Mr. Butler Aspinall, K.C., the Vice-Chancellor of London University, the Rev. the Reader, and the Sub-Treasurer.

The following Masters of the Bench were also present:—

Sir Arthur M. Channell, Mr. H. F. Dickens, K.C., Mr. R. F. MacSwinney, Mr. G. M. Freeman, K.C., Judge Atherley Jones, K.C., Mr. J. F. P. Rawlinson, K.C., M.P., Mr. Hugo J. Young, K.C., Mr. Justice Rowlatt, Mr. A. D. O. Wedderburn, K.C., Lord Sumner, Mr. Arthur G. Rickards, K.C., Sir Edward Marshall Hall, K.C., Sir Ernest Moon, K.C., Mr. F. Gore-Browne, K.C., Viscount Cave, Sir Reginald B. D. Acland, K.C., Mr. Howard Wright, Mr. Charles Gurdon, Mr. G. J. Talbot, K.C., Judge Bairstow, K.C., Sir Gordon Hewart, K.C., M.P., Mr. J. C. Priestley, K.C., Sir Hugh Fraser, Mr. A. A. Hudson, K.C., Mr. Thomas Hollis Walker, K.C., and Mr. W. B. Clode, K.C.

Gray's Inn.

Thursday, 18th November, being the Grand Day of Michaelmas Term at Gray's Inn, the Treasurer (Mr. Montagu Sharpe, K.C.) and the Masters of the Bench entertained at dinner the following guests: The Marquess of Ormonde, Lord Farrer, Lord Justice Younger, Mr. Justice A. T. Lawrence, Mr. Justice Horridge, Mr. Justice Hill, Mr. Justice Salter, The Right Hon. William Brace, Major-General Sir Alfred Knox, Sir Charles Walpole, and The Mayor of Holborn (Alderman George Harvey).

The Benchers present, in addition to the Treasurer, were:—Sir Lewis Coward, K.C., The Lord Chancellor, Mr. C. A. Russell, K.C., Sir Plunket Barton, Bart., Mr. Arthur Gill, Mr. Vesey Knox, K.C., Lord Justice Atkin, Sir William Byrne, Mr. C. Herbert-Smith, Judge Ivor Bowen, K.C., Mr. W. Clarke Hall, Mr. G. D. Keogh, Mr. Courthope Wilson, K.C., Mr. Bernard Campion, Mr. Harold Smith, M.P., with the Under-Treasurer (Mr. D. W. Douthwaite).

The Gray's Inn Moot Society.

LIABILITY FOR UNINTENTIONAL INJURY.

Mr. JUSTICE HORRIDGE presided on Monday night at a moot, held by the Gray's Inn Moot Society in Gray's Inn Hall. With him on the bench were Lord Justice Atkin, Mr. Courthope Wilson, K.C., Mr. Campion, Mr. Keogh, and Mr. Harold Smith, M.P.

The question argued was one of some interest to sportsmen. It was a question of the liability of a member of a shooting party for injury suffered by another member of the party by reason of a shot fired by the former without negligence. It was stated as follows:—

A, the plaintiff, a member of a shooting party, is injured by a shot fired without any negligence from a gun by *B*, another of the party. *A* brings an action against *B*, and judgment is given for *B* on the authority of *Stanley* v. *Powell* (1891, 1 Q.B., 86; 7 T.L.R., 25). *A* appeals on the ground that *Stanley* v. *Powell* was wrongly decided. *B* relies on that case as correctly decided, and also on the fact that, even if *B* would otherwise have been liable in trespass, *A* was precluded from maintaining the action by reason of the fact that he was himself a member of the shooting party, and as such must be treated as having taken upon himself all the risks ordinarily incident to the sport.

The PRESIDENT said that in his view, having regard to the decision in *Smith* v. *Baker* (1891, A.C. 325), the question whether a man who joined a shooting party took the risk of being accidentally shot was a question not of law but of fact, which should be decided by a jury after a proper direction.

Inns of Court O.T.C.

The Inns of Court O.T.C., "The Devil's Own," from which over 11,000 men were commissioned during the war, is now in active process of revival. It is hoped that a large number of former members will rejoin for one year or longer, and thereby assist in handing on and maintaining the high traditions of the corps. Former members who wish to rejoin are requested to apply in writing to the Commanding Officer (Lieutenant-Colonel A. N. Clark, M.C.), at headquarters, 10, Stone-buildings, Lincoln's Inn, W.C.2, or to the chairman of the Recruiting Committee (Lieutenant-Colonel R. E. Negus, D.S.O.), at 9, Eldon-road, Kensington, W.8. If any former members wish to rejoin for one year only they must apply before December 15. Others who wish to join the corps should apply personally at headquarters between 6.30 and 7 p.m. on any Tuesday or Thursday. The age limits are 18 to 38. The yearly subscription is two guineas. The establishment of the corps is two companies of infantry and one squadron of cavalry. The corps has a mess at 1, Paper-buildings, which is open daily for luncheons and twice weekly for dinner, and a pavilion at Bisley, where week-end and other training camps are held. The Inns of Court School of Arms is carried on in close connexion with the corps.

United Law Society.

A meeting was held in the Middle Temple Common Room on Monday, November 8th, Mr. W. H. Godfrey in the chair. Mr. H. B. S. Hoddinott moved: "That this House advocates the establishment of a Ministry of Justice." Mr. S. E. Redfern replied. Messrs. O. B. Cowley, C. P. Blackwell, R. C. Nesbitt, S. E. Pocock, G. W. Fisher and H. V. Rabagliati also spoke. The motion was put to the meeting and lost by seven votes.

A meeting was held in the Middle Temple Common Room on Monday, November 22nd, Mr. C. Blackwell in the Chair. Mr. E. H. Philcox moved: "That the case of *Leaman* v. *The King* (36 T.L.R. 835) was wrongly decided." Mr. C. E. Jones replied. Messrs. H. J. Casey, S. E. Redfern, Mitchell Dawson, G. W. Fisher, G. B. Burke, F. T. Egerton-Warburton and H. S. Wood-Smith also spoke. The motion was put to the meeting and carried by two votes.

Nugae ex Legibus.

(We understand that owing to counter-entertainment or for good cause not shewn this paper was not read at the Liverpool Provincial Meeting of the Law Society.)

A Rejected Address.

(Extracted) by EDWARD A. BELL, London.

HORACE tells us "It is well to play the fool at times." *Dulce est desipere in loco.* After sedately deliberative discussions by members of a serious profession, an interlude may not be inappropriate, and in offering this paper I console myself with Rochefoucaud's maxim: *Nos vertus ne sont le plus souvent que nos vices deguisés.* As it is our trade to deal in Justice, Honesty and Truth and their attributes, our stock-in-trade in fact, it might be worth while to consider what is Justice with her ancillary handmaids, Honesty and Truth. If we agree with Rochefoucaud's maxim, Justice is a very powerful virtue. Yet there is something subtly latent. Justice is a giving to the deserving only, to give to each one precisely enough and no more. Justice depends upon the purest selfishness—the meanest conservation of what one has somehow or other come by. It would appear therefore that Justice would seem to be a chase after our own, the hereditary or predatory instinct of mankind and womankind in general. You observe I include womankind? I plead the Sex Disqualification Act, an Act which was cogently—although perhaps unconsciously—construed by two K.C's who differed *coram nobis.* "You are an old woman," said one. "Why?" asked the other. "Because you are past bearing." Possibly there is no truth in the story or its application.

If we come to consider the essentials of Truth, we might by process of evolution or devolution arrive at a certain condition of mind and regard Truth as a stupendous vice which it is desirable should be concealed. Truth is a very ignorant vice which no one assumes by choice—it is always the outcome of necessity. The naked truth, we say, and we are heartily ashamed of it. We very often guess the truth, but we should be ashamed to express it. We practise the gentle art of *suppressio veri*; we may whisper it into the ears of our wives at night, but like sensible women they always devise a means for our getting out of it in the morning. Nowadays we are come to the opinion that there is no such thing as truth—we now and then get taken in by it and we never forget it, for if once we see ourselves in our true colours we change them immediately. Truth, sometimes termed "*Suggestio falsi*," has been defined by a right reverend and learned Bishop. *Truth*, he says, is the universal understanding among men which the use of language implies. Truth is a dilemna and had better be left alone. A man may happen upon it in the dark—but when he gets into the light he may find himself in a similar situation as the boy in the fable who found Mephistopheles in a bottle, and let him out. What on earth is he to do with it? Truth is not measured by an immutable eternal standard. What each thinks best is truth and it is left to the estimate of every individual—each man to quarrel with his neighbour, as to which side the truth may lie. Truth is a selfish vice which, if we must have it, we should, for the sake of decency, screen from observation.

Honesty is an apparent and well-known vice. To have to write or say that it is the best policy, is to subscribe to the doctrine of Cowardice. Bankruptcy and Honesty are twins. Most of us have had the dubious honour of running up against those craftsmen of finance sometimes known as *chevaliers d'industrie.* A certain solicitor years ago experienced the methods of two of the élite of this tribe, who were in the habit of exchanging each other's used-up dupes, mostly of the type of inexperienced inheritors of fortunes or doddering old business men. One of these super-brokers had "worked out" an ancient business man, and he bargained with his partner swell mobsman to sell his goodwill in the old man's credulity. Good consideration was duly given, a receipt being signed which ran: "Received £1,000 from 'X' for old 'Y,' to say goodbye to him." The fortunate purchaser of the goodwill did very well—selling many blocks of "Dreamland Company" shares. Old "Y" never woke from his vision, but when admonished by his solicitor, told him: "You may think me foolish, but the reason is I am 85 years of age, I have been a student of human nature and life since my youngest days, and the conclusion I have come to is, that life is a complex system—and 'Anticipation' is its greatest joy; Mr. 'X' can give me plenty of that, so I am prepared to pay for it." And old "Y" did—when he died, aged 89, Mr. "X" had received just over £92,000 for the £1,000 he paid for old "Y's" goodwill.

A sporadic perusal of the Bankruptcy Law Reports affords opportunity for meditation on humour. If you look at 20 Q.B.D. you find the question of misconduct or misfortune had to be decided. A divorcé who had journeyed from divorce to bankruptcy, had appealed. A learned Lord Justice in his judgment instanced Job—a gentleman, if I remember accurately, who was very near divorce and bankruptcy—though they generally occur in the reverse order. The Lord Justice said, "I will endeavour by way of example to illustrate my meaning. A man who was reduced to poverty by an act of God destroying his property might be said to have suffered from misfortune without any misconduct on his part. The prosperity of Job was overthrown by the simultaneous concurrence of four unusual events, the attack of Sabeans, the inroad of the Chaldeans, the fire from Heaven and the winds from the wilderness, and his consequent poverty might have been regarded as in no way disqualifying him from holding any office of trust in his tribe."

The recollection of the Bankruptcy Court with all its solemnity brings to one's remembrance a story of the late Justice Rowland Vaughan Williams. When he was sitting in bankruptcy he had to decide whether or not evidence of means had been proved on a judgment summons. He decided it had not. The parties left the Court, but a great commotion occurred outside and the attorney for the judgment creditor returned hurriedly and told his lordship he had just become aware of complete evidence of means. The good-natured Judge consented to hear it, and the Attorney called the usher of the Court, who had gone to quell the commotion outside. He deposed to certain digital attitudes the judgment debtor had assumed towards the plaintiff. His Lordship decided this was evidence of means, and when the parties had again retired from the Court, by separate exits, he said to his clerk sitting beneath him: "I never knew before that fingers to the nose was evidence of means."

Honesty and truth prevail in equity. We have all heard of Mr. Solomon Pell, who knew the Lord Chancellor. A solicitor had occasion to conduct certain chancery proceedings for a spinster lady of full age, who was a fortunate beneficiary. The case was assigned to Mr. Justice Blank. When the dear old lady heard that this eminent judge was to try her case, she told her solicitor she knew him and was sure he would recognise her and decide in her favour. The solicitor, anxious to avoid any embarrassment to his lordship owing to the lady's acquaintanceship, asked her the extent of her intimacy, and the reason for her pleasant forebodings. The dear old creature told her solicitor she was sure the learned judge would know her as he always took the collection from her in church. The solicitor felt that no injustice could be done, and left the matter there. History does not record whether, and if so, how, the learned judge took judicial cognisance of the quasi-ecclesiastical acquaintance.

Summings-up to jury are now happily less extensive than they used to be. One of the shortest summings-up that is on record is the summing-up of the late Commissioner Kerr, who was trying a Billingsgate case (this refers to the calling of the litigant, not to the forensic language). The last speech of counsel ended with the phrase: "Gentlemen, it is for you to solve the riddle." The learned Commissioner turned to the jury and summed up as follows: "Solve the riddle."

One of the most exhausting duties of the solicitor branch of the profession is drawing and taxing bills of costs, a system which might, it is submitted, be abolished and then never again would such items appear in bills of cost as the following: "Attending you in your absence and making an appointment"; "Attending you and finding you were dead."

Strange events are narrated in bills of costs. A deaf solicitor was once consulted by a husband and wife, who had great possessions. They each desired to make their will; the wife was blind and the husband was dumb and illiterate. The wife spoke her mind, and the husband demonstrated his bequests by photographic representations. This is the item in the bill of cost. "Attending you taking instructions for your respective wills by means of the gramophone and kinematograph." The bill was never taxed because there was a cash item, "By sale of kinematograph film, balance in your favor herewith."

One does not often find a case in which a taxing master has to pay the bill of costs which he has taxed. A certain charming lady, who had lost an action for breach of promise, was ordered to pay the costs of the treacherous swain. The lady had enlightened views of women's sphere of activity, and decided to tax the bill of costs in person. No doubt justice was duly administered and the correct breach of promise quantum allowed. The taxing master was so overcome by the taxation that he married the lady. No doubt the sudden waft of ardour that led him into this romantic situation clouded his correct appreciation of the legal situation; his wife's ante-nuptial liabilities was a dowry which the happy bridegroom had to discharge. He paid the costs and the lady survived him.

There is a tale of an old Master in chancery who flourished before the days of motor cars. He had a countenance of the blue-nosed spoogell order. As may be assumed, all the legal groundlings who appeared before him suffered from his indignation. He was very insistent upon principals appearing before him. One impolitic, but nevertheless subtly humorous principal, sent his office boy to support an application to approve "draft of conveyance settled by Counsel." He told the office lad that the Master would be very angry and say the draft was legal buckram, but he was to have an answer ready. The Master duly darted blue fires of indignant scorn at the boy, indulging in, "How dare Mr. Quidity send you with this rubbish. Who was the Counsel who settled the draft?" The boy replied, "Please, your honour, your son settled it." The Master passed to the next case and shortly after retired to the Surrey Hills at the time when motor cars first became the means of recreative locomotion for the general public, solicitors not included. The dear old Master was of the old-fashioned order and died of apoplexy whilst running after a motor car exceeding the speed limit, calling out, "I will have the law of you."

I wonder if anyone can remember another Taxing Master who now possibly still pursues his vocation in an extra mundane sphere. Whilst he sojourned with us it was his habit during intervals between appointments to meditate upon the profundities of his duties, and to do so he retired in the "Taxing Chamber" to an arm-chair behind a large screen. Once, certain parties arrived, and the messenger told them the Master was absent! The parties insisted, and to verify the situation he opened the door: "See," he said, "the gory old jellyfish isn't there!" Voice behind the screen: "Do you want me, Robinson?" "Yes, sir; Jones *v.* Smith." Jones and Smith during the taxation were striking each other with documentary evidence. Subsequently, as I am told sometimes happens, one of the parties came back and requested the Master to reconsider certain items. "No, I have given the fullest possible allowance." "But, Master, I am the party paying." The Master had a nimble mind—he had been a politician—"Go away," he said, "I have allowed each item on the lowest scale." Objections were brought in—to which the Master made answer, "I have exercised my discretion in the absence of assistance from the parties. The party paying used indelicate expressions and the party receiving resorted to violence. There was no order then and there is no order now."

In the old Cliffords Inn Chapel there used to be a tablet to the memory of a solicitor long since deceased, named Strange. The legend has been told incompletely in the *Daily Telegraph*. This is the true story of the epitaph, "Here lies an honest lawyer." It was narrated by his surviving executor at every Cheshire Cheese steak pudding night (this means every Wednesday evening). The executor who assisted in taking instructions for his will remonstrated with the expiring attorney when he expressed his desire for this pretentious epitaph. The attorney denied that the epitaph was to hide his misdeeds, or perpetuate his integrity, he desired his name only to be recollected, and said: "Everybody seeing that epitaph will say, 'Why that is *Strange!*'" I am rejoiced to observe there are many "Stranges" now adorning the law list.

Judicial appointments must of necessity constitute a topic of conversation among members of the profession. Many years ago two well-known, burly members of the bar (both long since became members of the celestial tribunal), who were celebrated for the extent of their practice and the vigour of their intellectual tempers, which brooked no opposition from juniors or solicitors—whilst lamenting their age and that Elijah's mantle seemed to be constantly falling upon the shoulders of the young and social successes in the ranks of the profession, were each heard to ejaculate to the other: "We must both cultivate parlour manners." They did so, married charming ladies, who rapidly assumed command. The husbands were taught "parlour amenities" and subsequently became placid ornaments of His Majesty's High Court of Justice.

Dr. Johnson once in the presence of a Scottish lawyer said to an attorney: "You are a lawyer. Lawyers know life practically; a bookish man should always have them to converse with; they have what he wants"—not a bad compliment from a man who was not so kind when he was called upon to refer to an absent attorney. I sometimes wonder if it were a professional successor of Boswell who showed Edinburgh in all its Princes Street glory to an American attorney. Our American confrère thought the prospect one sided! The Scot, exasperated, paid for a taxi, took his visitor with a rush to Queensferry, and burst the Forth Bridge upon the Yankee lawyer. "What's that trellis work?" said he. Boswell *ainé* replied, "I don't know, it was not there yesterday."

What is here written may lead some of us to believe I am a sophist. If it should be so, let me plead I am in the position of the prisoner at the bar, who, when called upon to say whether he were guilty or not guilty, replied, "I am neutral."

Should these little sayings of the last few minutes have alleviated the deliberative digestion or assisted *dulce sodalitium* of my professional brethren—then may I express the embryonic but nevertheless pious hope that the last ten minutes have not been spent entirely in vain.

Procedure Reform

Mr. James Dodd has furnished us with the following summary of the proposals contained in his paper which we printed last week:—

Court Fees.—Complete abolition.

A commencement was made in Workmen's Compensation cases, although even then somebody invented a taxing fee. The collection of Court fees is not worth the waste of time and irritation involved.

Divisions.—Chancery and King's Bench to be merged.

Writ.—Form as in Special Default County Court summons.

Its value has already been established in the County Court. It dispenses with appearance, thus preventing "snap" judgments, and sets out the claim at the outset, thus saving a month's delay.

Service.—Registered post for personal service or service out of the jurisdiction; ordinary post for other services. Indorsement of service to suffice without affidavit.

Summons for Directions.—To be made a real thing and not a sham. The Master would go into the facts exactly as is done on Motions in Chancery. If documents are needed he would order lists, and give a short adjournment. The purpose of the summons should be as in Order XIV to narrow the issues and get the parties at grips as soon as possible. If the case outlined on either side is without substance, or if the matter is merely one of adjustment, the Master would proceed to judgment. If there are any difficulties, or the facts are obscure, the Master would direct each side to file a statement of facts and submissions (preliminary act in Admiralty), also lists of cases. Up to this point Counsel ought not to be allowed. The Master would give another appointment when Counsel could be heard, or he could order a trial, fixing date and venue.

Interrogatories.—If these are needed in order to establish the case of either party or to save expense in witnesses, they ought to be exhibited without order. Any objections would be heard by the Master, but frivolous objections would not be tolerated.

Interlocutory Orders.—Not to be drawn up unless necessary. The Master's note to suffice. A copy to be posted to any party not attending

Affidavits.—No need for office copies.

Cause Lists.—Parties to receive notice from the Court whenever hearing is imminent, also notice of any documents required.

Jury.—None, unless special order.

Trial.—In camerâ, unless otherwise ordered. The Judge would read the Master's "dossier" in preparation. The rule by which a Plaintiff must first make out his case should be abolished. Often a Plaintiff is in a dilemma, or else his advisers have forgotten a necessary witness. The case to answer is there all the time, and ought not to depend on whether the parties make the correct "moves" in the game.

Counsel.—Only one to be allowed, unless the Judge certifies otherwise. Counsels' fees to be fixed by scale as in County Court. Fees not to be paid to Counsel who fail to put in an appearance.

Judgment.—If desired, the loser to be questioned at once as to means, and order made for instalments if just.

Appeals.—Right of appeal on facts as well as on law from Master to Judge, and Judge to Court of Appeal. No Appeal to Lords without leave. Appeals in open Court with judgments taken down in shorthand, and revised by Judges before appearing in cited Reports.

Executions.—Sheriff's executions to be abolished. Executions to be sent to the County Court, and possession fees abolished if the debtor or claimant can find bail.

Payment into Court.—To be simplified as in County Courts.

Vacations.—To be shortened.

NOVEL PROPOSALS.

High Court.—To be abolished as a Court of First Instance. All cases to be begun in the County Court.

Accident Cases.—In all cases where injury has resulted by accident to person or property, it should be the duty of the Police to make immediate enquiry for witnesses as in case of death. If any party aggrieved makes a claim for damages within a week from the accident, then such party or anyone alleging contributory negligence, to have the right to call for a Coroner's inquest on the issue of negligence. The Coroner to have liberty to extend the time.

Judgments.—The Court to have attached to it a department for the collection of judgment debts exactly as is done in the case of Administration Orders.

Executions.—Household furniture in actual use up to £500 in value to be exempt unless representing specific goods unpaid for or obtained by fraud, or unless for good reason the Court otherwise orders.

CASE LAW.—Whenever a Judge finds himself bound by a decision of which he disapproves or is perplexed by conflicting decisions he should be able to report his difficulty to the Lord Chancellor, who could then refer it to a Committee of the Law Lords for consideration. In the event of the Committee reporting in favour of an alteration such alteration might be made by Motion in Parliament without waiting for a formal Statute.

ONE MAN COMPANIES.—Where more than two-thirds of the capital is vested in one man or jointly in members of his household, either in shares or debentures or by any other device, he should be liable to be sued as "A.B., trading as The Co."

PENALTIES.—Parties obstructing the free course of justice by perjury, concealment, intimidation, delay or vexatious procedure to be punishable forthwith by fine and imprisonment.

JAMES J. DODD.

The Belt Case.

The death is announced, on November 17, of Mr. Richard Claude Belt, the sculptor, whose name was brought into much prominence in 1882 in consequence of a famous libel action.

Mr. Belt, says *The Times*, sued another sculptor, Mr. Charles Lawes, afterwards Sir Charles Lawes-Wittewoonge, in whose studio he had been before 1875, for libel, published partly in *Vanity Fair* of August 20, 1881, and partly in a letter written by Lawes to the Lord Mayor of London. It alleged that certain busts and pieces of sculpture attributed to Mr. Belt, and claimed by him, were executed by other persons in his employ. The action, which took altogether 43 days' hearing, was heard before Baron Huddleston, and concluded in a verdict for the plaintiff, with £5,000 damages. It was the last and longest libel case to be tried in Westminster Hall. The counsel engaged were Sir Hardinge Giffard, Q.C., Mr. Pollard, Mr. Montagu Williams, and Mr. Cavendish Bentinck for the plaintiff, and Mr. Charles Russell, Q.C., Mr. Webster, Q.C., and Mr. Lewis Coward for the defendant. The libel had been freely made the subject of talk in London society. It in effect represented Mr. Belt as no sculptor, but "a purveyor of other men's works, an editor of other men's designs, a broker of other men's sculpture," and "a statue-jobber and a tradesman." The authorship of statues, among others, of Byron and Kingsley were brought into question. The Court was crowded with busts and statuettes, and both witnesses and counsel showed an unusual spirit of partisanship, and even the Judge was supposed to have caught the contagion of excitement. Immediately the defendant's solicitors gave notice of appeal, and the Judges decided for a new trial unless Mr. Belt accepted £800 instead of £5,000; Mr. Belt accepted, but the defendant objected, and in March, 1884, the appeal came before the Master of the Rolls, where the sentence of the other Court was affirmed, with costs.

The Practice in Restitution Suits.

During the hearing of *Pugh* v. *Pugh* in the Divorce Division on the 18th inst., says *The Times*, a wife's undefended suit for restitution of conjugal rights (the facts of which were not of public interest), Mr. Tyndale said that the parties had lived apart under a deed of separation and the petitioner had actually filed a petition for dissolution of marriage on the grounds of her husband's desertion and adultery. The case was in last term's list, but the petitioner had been advised that she would not succeed as desertion "would not run" while the deed was in existence. That petition was accordingly dismissed on summons, and the present suit was begun.

The petitioner gave evidence, and her letter (admittedly drafted by counsel), which she had sent to the respondent inviting him to return, was read. So was also the respondent's letter refusing to so return.

Mr. JUSTICE HORRIDGE said that in this kind of case, though there were separation deeds sometimes actually in front of him, he shut his eyes to that. According to the practice of the Court he must make a decree, although the return of her husband to the petitioner was the last thing that she wished. [See *Phillips* v. *Phillips* (33 T.L.R. 226) following *Tress* v. *Tress* (2 P.D., 128); *Kennedy* v. *Kennedy* ([1907] P. 49) not followed.] A decree of restitution, to be obeyed within fourteen days, with costs, was accordingly pronounced.

SOLICITOR, *Mr. W. Drake.*

Secret Incest Trials.

Mr. Justice Darling, at the Central Criminal Court on the 18th inst., says *The Times*, repeated the protest which he had made on several occasions against the provision in the Incest Act, 1908, requiring that all proceedings under that Act should be held *in camerâ*. After the termination of a case of incest, during the hearing of which the Press representatives and the public had been excluded from the Court, Mr. Justice Darling said:—

I desire to say something in the presence of the Press concerning a case which I have just dealt with. Two people, brother and sister, were indicted here to-day for the crime of incest. They pleaded "Guilty." The evidence showed that they went to live together in 1905. The result of their cohabitation has been the birth of nine children of which they are the parents. Six of the children are dead; one of the living ones is mentally deficient; and as to the others, they appear to be miserable creatures, but they are at present young and it is difficult to say how decrepit they are. The evidence is that the woman was careful in the bringing up of them—as careful as she could be in the circumstances. When these people began cohabitation incest was not a crime punished by the law of England. It had been punished in the Ecclesiastical Courts long ago, but had ceased to be punished, and Parliament very properly intervened in 1908 and made it a criminal offence punishable with seven years' penal servitude. At that time these two particular people had been living together for three years. They received no sort of information, so far as I can discover, that what they were doing was a crime. Their relations knew they were living together in this way, and nothing occurred. So far I am satisfied that it never was brought home to them that what they were doing was punishable.

I am strictly complying with the Act of Parliament, of course, which says that all proceedings under this Act shall be held *in camerâ*. I shall not mention the names nor the sentence passed. I say what I do now

because I think that it is high time that this restriction concerning trials for incest should be removed, and that the public should know what passes in a Court of Justice in cases such as this. The details in these cases are not one whit more shocking or disgusting than the details in cases under the Criminal Law Amendment Act or rape, and are really nothing like as unedifying as many cases tried in the Divorce Court reported almost every day in the week. Why these cases should be selected to be tried *in camerâ*, and people kept in ignorance of the very fact that this is a crime and the punishment awarded for it, I cannot conceive. I do not know whether there is a Judge on the Bench who approves of it, and I myself certainly disapprove of it. If there was a Grand Jury—and I hope they are only temporarily abolished—I should say to them what I am now saying. I hope that some one will raise the question in Parliament, and that this provision in the statute of 1908 will at all events be considered by the Government, and the Law officers especially, from the point of view that it is perfectly useless and that it does no good comparable with the harm it achieves.

And on the following day the learned judge said :—

I mentioned yesterday this question of hearing charges of incest *in camerâ*. I desire now to say that I have just tried a person on a charge of incest. The Court was closed. That person could have been charged under section 4 of the Criminal Law Amendment Act, 1885, and if he had been charged under that Act all the evidence which has been given before me on this charge of incest could have been given—must have been given. Every question would have been put and every speech would have been made just as it was in this case, and yet in that case all the proceedings would have been in public, and the Judge would have had no power whatever to exclude the public or the Press from the Court. I mention this case because it shows how absurd is the present state of the law on the subject, when the very same facts which have been detailed in this case are now unknown to anybody but myself, the jury, the counsel, and the officer of this Court, who is present all the time—the verdict is unknown, everything is unknown except to us.

As far as I know, no one will know what this case is about or the one I tried yesterday, and if anyone wants to know I don't know whom he will ask. I suppose he might find it out in Parliament, but I am not sure. I have said what I have because it seems to me that the particular case I have now been trying proves beyond the possibility of doubt that the law on the subject is in a chaotic condition and needs to be altered in some way. Either cases under the Criminal Law Amendment Act should be taken *in camerâ*, or cases under the Incest Act which are precisely the same sort of case should be taken in public.

The Court of Justice of the League.

Lord Phillimore delivered an address on "The Permanent Court of International Justice" to the members of the Grotius Society at 2 King's Bench Walk, Temple, on Tuesday. He dealt with the scheme prepared by the Commission of Jurists which sat at The Hague from June 16 to July 24.

With regard to the composition of the Court, he pointed out that the Commission had to avoid the rock on which all schemes at the last Hague Conference in 1907 were wrecked—excessive regard to the doctrine of the equality of States. They succeeded in satisfying the representatives of the smaller States that equality meant the right of each State to be considered as an individual equally with every other State, but not that every State had an equal position in the world. The number of Judges was fixed at 11, with four deputies. They contemplated the accession of Germany and the other formerly hostile nations to the League, and they had made it possible that the number might be increased to a maximum of 15 Judges and six deputies. They fixed the seat of the Court at The Hague, and also recommended that the Judges, though at first they might have nothing much to do, should be put into a great position and, they hoped, well paid.

Article 14 of the Covenant of the League of Nations was unfortunately worded so as to make the Court, after all, little more than a Court of Arbitration. They wanted a real Court, to which a complaining State should go with its complaints and request that the State complained of should be cited as a defendant. On November 5 he was informed that the Council of the League had agreed to recommend their project to the Assembly, but had not accepted their proposal to extend the operation of Article 14 of the Covenant so as to make the Court one before which a defendant State could be cited without its previous consent. All the members of the Commission agreed to bar any form of Appeal.

Probation Officers.

The Home Secretary has appointed a Departmental Committee to inquire into the existing methods of training, appointing and paying probation officers, and to consider whether any, and if so what, alterations are desirable in order to secure at all Courts a sufficient number of probation officers, having suitable training and qualifications; and also to consider whether any changes are required in the present system of remuneration.

The chairman of the committee is Sir John Baird, Parliamentary Under-Secretary to the Home Office, and the members are Mr. T. W. Fry, O.B.E., Metropolitan Police magistrate, Mr. S. W. Harris, C.B., C.V.O., of the Home Office, Mr. Oliver W. Hind, J.P., of Nottingham, and Miss A. Ivimy, formerly Probation Officer at Bow Street Police Court.

The secretary is Mr. H. Houston, of the Home Office, to whom all communications should be addressed.

Obituary.

Mr. William Baker.

Mr. William Baker, hon. director and chairman of the Council of Dr. Barnardo's Homes, National Incorporated Association, says *The Times*, died on the 17th inst. in his 72nd year. The third son of the late Hugh Baker, of Lismacue, Bansha, Co. Tipperary, he was born in 1849, and was educated at Trinity College, Dublin, where he left a brilliant record. He was called to the Bar in 1875 and obtained a good practice in the Chancery side.

It was in 1880 that he first made the acquaintance of Dr. Barnardo. Though he was, from the first, deeply interested in the work of rescuing destitute childhood, it was not until seven years later that he became a member of the council of the homes and of their Finance Committee. In these two capacities he served for 18 years, until the death of Dr. Barnardo in 1905. The choice of a successor to the founder of the great charity gave the council much anxious thought, but Mr. Baker, when asked, willingly sacrificed his practice at the Bar, and thenceforth devoted his energies in an honorary capacity to the cause of the children. During his early days in the position he described his policy as that which Dr. Barnardo had allocated to his own 60th year, "Consolidation."

Mr. Baker consolidated the work which Dr. Barnardo had begun and then he set himself to extend still further. At the time of Dr. Barnardo's death 60,000 children had been educated, maintained, and given a fair start in life. To-day the total is 90,000, while the total number of children under the care of the homes to-day is 7,371, the largest family in the world.

Legal News.

Appointments.

Mr. Justice Acton, Mr. A. D. Bateson, K.C., and Mr. W. B. Clode, K.C., have been elected Masters of the Bench of the Inner Temple.

The King has appointed Sir Godfrey Pattison Collins, K.B.E., C.M.G., M.P., to be one of the Charity Commissioners for England and Wales.

General.

At the Cheltenham County Court on the 19th inst., the secretary of the local branch of the R.S.P.C.A., Mrs. Eva Daubeny, was ordered to pay three guineas damages and costs to a farmer named Cock for interference with one of his cows. Mrs. Daubeny was taking a country drive last June, when she met two cows and a muzzled calf in charge of two boys. Believing that one of the cows was suffering pain through being overstocked with milk, she asked her coachman to milk it by the wayside, as the boys did not understand milking. The plaintiff denied that the animal was overstocked or suffering pain, and alleged that in consequence of its poor bag next day it fetched a lower price at Gloucester market than it would otherwise have done. Judge Macpherson, finding that there was no cruelty, said the interference of Mrs. Daubeny, though well intentioned, was unwarranted, and he had to treat her action as a trespass.

Sir Donald Maclean having asked when the Ministry of Shipping will be wound up, the Prime Minister has circulated the following reply :—It is the desire of the Government—a desire which is felt most strongly by the Shipping Controller himself—to bring this Ministry to an end at the earliest possible moment at which it can be terminated without financial loss. It will not be necessary to continue it much longer, but I cannot at present give an exact date for its termination.

In the House of Commons on Monday, replying to Major Barnes, Sir R. Horne, President of the Board of Trade, said : A number of investigations covering a wide area of trade and industry have been and are being made by the Standing Committee on Trusts, appointed under the Profiteering Acts, and reports on those investigations which have been completed have been laid before Parliament. These reports on a comprehensive view do not show that at the present time any effect is being produced in the way of increasing the cost of living by the action of trusts. The Parliamentary Secretary to the Board of Trade stated on October 21 that it would not be possible to introduce legislation for dealing with trusts this Session, and I do not think the information disclosed by the inquiries which have been held so far makes it necessary to reconsider this decision. Replying to supplementary questions, Sir R. Horne said he hoped that it would be possible to introduce legislation next Session. The Government were prepared with the proposals to be laid before Parliament.

The offices of the War Compensation Court have been removed from Crewe House, Curzon-street, W.1, to Winchester House, 21, St. James's-square, S.W.1, at which address future sittings will be held, and to which all correspondence should be sent. The telegraphic address of the Court will be Observable, St. James, London, and the telephone number Regent 1644.

At the Marylebone Police Court on the 19th inst., says *The Times*, an ex-Service man, who said that he spoke on behalf of himself and three other ex-Service men, including an M.C., applied for a summons against the landlords of the house he lived in for overcharging. The said house was let in 1914 at £99 a year, but last year it was let off in floors at a total rent of £504, one floor being let at £120, another at £104, two at £85, and others at £65 and £45. The Magistrate said that dividing up the house into floors made a great difference. The applicant: But it should be proportionate: this is extortionate. He added that he agreed to the rental of his floor (£65) when he took the rooms, because he had just left the Service and did not know what things were. This was his first experience with a house. At present the landlords were getting 400 per cent. over the 1914 rent. The Magistrate: You know people go and agree to a rent, and then they find it is rather more than they want to pay, and try to bring it within the Rent Act. It is not quite a straightforward business. The applicant pointed out that the landlords had made no structural alterations since letting off the rooms in floors. All they had done was to put a small sink and a gas stove on each floor. The Magistrate advised the applicant and the other men with him to bring an action in the County Court under the Rent Act for the Judge to apportion the rent.

The Times correspondent at Melbourne, in a message dated 19th November, says the opinion of the members of the State Parliament of New South Wales, who have been summoned before a commission to give evidence on the question whether their salaries should be raised, is unanimous that the pay should be doubled, and that the Premier should receive from £3,000 to £5,000 a year. Judge Edmunds, the Commissioner, has ruled that members must attend on subpœna, and has threatened them with punishment if they fail to appear. The Legislative Assembly has rejected a motion that the threat is a breach of privilege. *The Times* adds a note that members of the Legislative Assembly now receive £500 a year. In addition, they may travel free on the State railways and tramways, and are provided with special postage-paid envelopes for their correspondence.

The first recorded instance of police court summonses being served in mid-air occurred, says *The Times*, over Stafford on Wednesday, in the course of an aeroplane flight. Two summonses had been issued against Captain Jones in connexion with the dropping of a wreath during the unveiling of a cenotaph at Hanley on Armistice Day. Inspector Adlem went with the summonses to the local aerodrome, from which Captain Jones has been making flights, and ascended with him and his mechanic in the aeroplane. During the flight Inspector Adlem served the summonses on Captain Jones, who afterwards "looped the loop."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Sargant.
Monday Nov. 29	Mr. Borrer	Mr. Jolly	Mr. Church	Mr. Leach
Tuesday 30	Bloxam	Church	Leach	Goldschmidt
Wednesday Dec. 1	Synge	Leach	Goldschmidt	Borrer
Thursday 2	Jolly	Goldschmidt	Borrer	Bloxam
Friday 3	Church	Borrer	Bloxam	Synge
Saturday 4	Leach	Bloxam	Synge	Jolly

Date.	Mr. Justice Astbury.	Mr. Justice Peterson.	Mr. Justice P. O. Lawrence.	Mr. Justice Russel.
Monday Nov. 29	Mr. Goldschmidt	Mr. Borrer	Mr. Bloxam	Mr. Synge
Tuesday 30	Borrer	Bloxam	Synge	Jolly
Wednesday Dec. 1	Bloxam	Synge	Jolly	Church
Thursday 2	Synge	Jolly	Church	Leach
Friday 3	Jolly	Church	Leach	Goldschmidt
Saturday 4	Church	Leach	Goldschmidt	Borrer

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 19.

CHAMA SYNDICATE LTD.—Creditors are required, on or before Dec. 20, to send their names and addresses, and the particulars of their debts or claims, to L. A. Skinner, 428, Bank chmbrs., 329, High Holborn, liquidator.

PERRY & COMPANY MOTOR TRADERS LIMITED.—Creditors are required, on or before Dec. 20 to send their names and addresses, with particulars of their debts or claims, to Isaac Newton Taylor, 39, Berry-st., Liverpool, liquidator.

SUTCLIFFE & SMITH LIMITED.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Ernest Clegg, Bamford Dene, Rochdale, liquidator.

HENOCHSBERG, SON & CO. LIMITED.—Creditors are required, on or before Dec. 4, to send their names and addresses, and the particulars of their debts or claims, to Alfred Isaac Henochsberg, 194, Bishopsgate, E.C.2, liquidator.

ROUNDHAY STUDIOS LIMITED.—Creditors are required, on or before Dec. 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Dobson, 10, Park-row, Leeds, liquidator.

W. AND G. MYTON LIMITED.—Creditors are required, on or before Dec. 3, to send their names and addresses, and the particulars of their debts or claims, to A. H. Barron, 1, Minstergates, York, liquidator.

GRAFTON GALLERIES LIMITED.—Creditors are required, on or before Dec. 20, to send in their names and addresses, and particulars of their debts or claims, to James Attfield, 24, Martin-la., Cannon-st., E.C.4., liquidator.

RAMIE COMPANY LIMITED.—Creditors are required, on or before Dec. 18, to send in their names and addresses, and the particulars of their debts or claims, to Arnold Watson, 111, Corn Exchange-bldgs., Manchester, or Colin Marshall Skinner, 7 Norfolk-st., Manchester, liquidators.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Nov. 19.

Protene Co. Ltd.
Claridges & Winns Ltd.
Grenolex Syndicate Ltd.
Steam Trawler & Shipping Agency Ltd.
Chase Continuous Cloche Ltd.
Hall Motor Fuel Ltd.
Woodford Lodge Estates Co. Ltd.
Ainsworth Brothers and Co. Ltd.
W. & C. Ainsworth Ltd.
Ruble Razor Ltd.
New British Fuel Syndicate Ltd.
The Anglesey Central Motor & Garage Co. Ltd.
Southampton Picture Palace Ltd.
Presparts Ltd.
Leslie All-British Productions Ltd.
Alliance Vegetable Co. Ltd.
Arthur Johnson Ltd.
The Keystone Steam Bottling Co. Ltd.
Little Western Steamship Co. Ltd.
E. Woolff & Son Ltd.
Pavilion Picture Theatre (Clapham) Ltd.
The Blackwood Shipping Co. Ltd.
Spencer Allsop & Co. Ltd.
County Playhouses Ltd.
Palmers (Erith) Ltd.
New Cross Box Co. Ltd.
Manor of Weston Ltd.
Liverpool Law Association Ltd.
St. George's Hostel Ltd.
Samuel Warren Ltd.
The Bon Marché (Erdington) Ltd.
The Bath Land Co. Ltd.
Hedley, MacDonald & Co. Ltd.
Scottish Mashonaland Gold Mining Co. Ltd
The Edith Mining Co. Ltd.
Edgcumbe Brighten Ltd.
Abla Manufacturing Co. Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 19.

ACRES, SARAH, Thirsk. Dec. 22. Arthur W. Walker, Thirsk.
AITKEN, JAMES, Barnsbury, Credit Draper. Dec. 24. Underwood, Piper and Heys-Jones, 13, Holles-st., W.1.
ALLEN, ANNIE, Taunton. Jan. 1. C. Burt Brill, Brighton.
BATT, SARAH, Bradford. Dec. 30. W. I. Crabtree, Bradford.
BECKETT, ALFRED GEORGE, Lowestoft, Builder. Dec. 24. Johnson and Nicholson, Lowestoft.
BEDFORD, ATHRON, Barnsley. Dec. 13. Bury and Walkers, Barnsley.
BELL, CHARLES, Houndslitch. Dec. 31. G. R. and C. E. Wace, Shrewsbury.
BOND, EDWARD, South Kensington. Dec. 24. Pearce and Nicholls, New-ct., W.C.
BRIGG, REV. JOHN EDWIN, Huddersfield. Dec. 30. Hall, Walker & Norton, Huddersfield.
BROWN, GEORGE, Mirfield, near Dewsbury. Dec. 21. Hodgson, Pickles & Hodgson, Dewsbury.
BUNCHER, ARTHUR JOHN, Birmingham. Dec. 20. Smythe, Etches & Co., Birmingham.
CHAPMAN, RICHARD, Reighton, Yorks, Farmer. Dec. 20. Richardson & Parker, Scarborough
CHAFFEY, MARY ANN PRIDEAUX, Boscombe, Dec. 1. Ford, Harris & Ford, Exeter.
CLARK, ANN JANE, Bridport, Dorset. Dec. 4. Nantes & Maunsell, Bridport.
CORNPOT, STEPHANIE HELENE, Richmond, Surrey. Dec. 25. Morris, Veasey & Co., King-st., E.C.2.
EASTON, HERBERT ERNEST, Sydney, New South Wales. Dec. 13. Light & Fulton, Laurence Pountney-hill, E.C.4.
ECCLES, DAVID RODERICK, Cirencester. Dec. 24. Pearce & Nicholls, New-ct., W.C.
ELLIS, JOHN, Malzeard, Yorks, Cattle Dealer. Nov. 27. Edmundson & Gowland, Ripon.
ELZAS, HEIMAN, Brighton, Antique Dealer. Dec. 29. Wm. Easton & Sons, London Wall, E.C.2.
EVANS, DANIEL LEYSHON, Bargoed, Glam., Congregational Minister. Dec. 18. John Evans, Bargoed.
EVERITT, DORA, Great Yarmouth. Jan. 1. Wiltshire, Sons & Jordan, Great Yarmouth.
FITZGERALD, MARY CHARLOTTE, Rome, Italy. Dec. 28. Blount, Lynch & Petre, Albemarle-st., W.1.
FOX, SARAH, Huddersfield. Jan. 1. Barber & Jessop, Brighouse.
FRANCIS, ELIJAH, Hastings. Dec. 19. Davenport, Jones & Glenister, Hastings.
GREEN, ELIZABETH, Nelson, New Zealand. Dec. 18. Bird & Bird, Gray's Inn-sq., W.C.1.
GRIFFITHS, THOMAS, Talyllyn, Brecon, Farmer. Dec. 24. Lewis W. H. Jones, Brecon.
HAYWOOD, WILLIAM THOMAS, Harrow. Dec. 20. Gerald & Arthur Marshall, New-sq., W.C.2.
HICKENS, MRS. ABIGAIL ELIZABETH, Falmouth. Dec. 22. Henry Fickling, Canterbury.
HORSFORD, THOMAS MOOR ALPHONSE, Penryn, Cornwall. Dec. 29. Symonds & Sons, Dorchester.
LANG, JOSEPH ANTON, Bangor, Hotel Proprietor. Dec. 16. William Thornton Jones, Bangor.
HOOPER, ELIZABETH, Bournemouth. Dec. 16. Gossling & Bunton, Bournemouth.
LECOCQ, PIERRE DESIRE, Flocton-st. Nov. 30. Hicks, Arnold & Bender, King-st., Covent Garden, W.C.2.
LINES, EMILY, Warwick. Dec. 1. Heath & Blenkinsop, Warwick.
LOEHNIS, HENRIETTE SOPHIE, Munich, Bavaria. Jan. 10. Coward & Hawksley, Sons & Chance, Mincing-la., E.C.3.
LUCKE, IDA, Lübeck, Germany. Jan. 1. Rehder & Higgs, Mincing-la., E.C.3.
MAFFEY, LOUISA, Shirley, Southampton. Dec. 31. Hallett & Martin, Southampton.
HARPER, EDITH ELIZABETH, York. Dec. 29.
MASON, ELIZABETH, North Ferriby, East Yorks. Dec. 30. Locking, Holdich & Locking, Hull.
MITCHELL, HAWTHORN, West Kensington. Dec. 30. Barton & Pearman, Norfolk-st., W.C.2.
OXLEY, THOMAS, Harrogate, Builder. Dec. 20. Raworth & Co., Harrogate.
PACKMAN, MARY ANN, Mill Hill, N.W. Dec. 31. Geo. W. Bower, 25, Old-bldgs.
PACKMAN, JOHN GEORGE, Mill Hill, N.W. Dec. 31. Geo. W. Bower, 25, Old-bldgs.
PLUMBLY, Thomas William, Thursford, Norfolk, Farmer. Dec. 6. E. B. Loynes & Son, Wells, Norfolk.
RUTLEDGE, GEORGE ROBERT, Canterbury, N.Z., Engineer. Dec. 24. Pearce & Nicholls New-ct., W.C.2.
SAUNDERS, ELIZA, Portsmouth. Dec. 13. Benin, Kent, Portsmouth.
LAKIN-SMITH, MARIA, Edgbaston, Birmingham. Dec. 20. Smythe, Etches & Co., Birmingham.
STACE, GEORGE, Cambridge. Jan. 15. Whitehead & Todd, Cambridge.
SUMMERS, EDWIN, Croydon. Dec. 24. Pearce & Nicholls, New-ct., W.C.2.
SUTCLIFFE, WALTER, Bradford. Dec. 17. R. Newton Rhodes, Hall & Ashworth, Bradford.
TAYLOR, JOHN WILLIAM, Deganwy, Denbigh, Brewer. Dec. 29. Addleshaw, Sons & Latham, Manchester.
WALKER, MARY WHITLEY, Halifax. Dec. 20. Ridgway & Ridgway, Dewsbury.
WARD, JANE, Maldon, Essex. Dec. 11. Crick & Freeman, Maldon, Essex.
WHITELEGG, JAMES, Sale, Chester, Merchant. Dec. 22. Robert Downe, Manchester.
WHITE, AUGUSTUS, East Brighton. Dec. 20. Forbes & McLean, Queen-st., E.C.4.
WILSON, ALFRED, Bearwood, Staffs., Leather Cutter. Dec. 20. C. Upfill Jagger, Birmingham.

Bankruptcy Notices.

London Gazette.—TUESDAY, Nov. 9.

RECEIVING ORDERS.

BARLING, FRANCES EMILY, Ross, Hereford, Licensed Victualler, Hereford. Pet. Nov. 5. Ord. Nov. 5.

DAINTREE, HERBERT, Altrincham, Painter. Pet. Nov. 5. Ord. Nov 5.

GATHERCOLE, ERNEST, Bradford, Motor Driver. Bradford. Pet. Nov. 4. Ord. Nov. 4.

GOODGER, FREDERICK, Bognor House, Decorator. Brighton. Pet. Oct. 23. Ord. Nov. 5.

HAMBROUGH, B., St. James-st. High Court. Pet. Feb. 13. Ord. Nov. 3.

HATFIELD, ALBERT, Kingston-upon-Hull. Railway Worker. Kingston-upon-Hull. Pet. Nov. 6. Ord. Nov. 6.

HENDRY, JAMES, Acton, Sheet Metal Worker. Brentford. Pet. Nov. 6. Ord. Nov. 6.

JANES, DAVID EDWARD, Edlesborough, near Dunstable, Dealer in Poultry. Luton. Pet. Nov. 5. Ord. Nov. 5.

LEVY, LOUIS, Redmans-rd., Stepney, Tailor's Machiner. High Court. Pet. Nov. 5. Ord. Nov. 5.

LOWENBURG, Folkestone, Eating-house Keeper. Canterbury. Pet. Nov. 6. Ord. Nov. 6.

MANHEIM, ABRAHAM, Boscombe, Bournemouth, Boarding House Proprietor. Poole. Pet. Oct. 13. Ord. Nov. 5.

MCGAILEY, JOHN, Burnley, Lancs., General Dealer. Burnley. Pet. Nov. 5. Ord. Nov. 5.

MONSON, HENRY J., Manchester-st., Radiographer. High Court. Pet. Oct. 12. Ord. Nov. 3.

MYHILL, RALPH NEVILLE, Norwich, Credit Draper. Norwich. Pet. Nov. 4. Ord. Nov. 4.

NELSEY, HAROLD, Rugby, Milk Retailer. Coventry. Pet. Nov. 3. Ord. Nov. 3.

NIXON, JAMES, Middlesbrough, York., Dock Labourer. Middlesbrough. Pet. Nov. 5. Ord. Nov. 5.

OWEN, STANLEY, Hampstead. High Court. Pet. Sept. 28. Ord. Nov. 3.

PILLING, F. E., Upper Tooting. High Court. Pet. Oct. 5. Ord. Nov. 4.

PRATT, JOHN WILLIAM, Gillygate, York, Milk Retailer. York. Pet. Nov. 5. Ord. Nov. 5.

SPICER, HENRY GEORGE, Bournemouth, Plumber. Poole. Pet. Nov. 5. Ord. Nov. 5.

STUART, GEORGE BARCLAY, Brook Green, Hammersmith. High Court. Pet. Aug. 30. Ord. Nov. 4.

VICKERS, HARRY, Leeds, Master Tailor. Leeds. Pet. Nov. 1. Ord. Nov. 3.

WATSON, GEORGE FREDERICK, Dental Mechanic. Exeter. Pet. Nov. 5. Ord. Nov. 5.

WILD, W. T., Leeds, Dental Practitioner. Leeds. Pet. Oct. 11. Ord. Nov. 3.

WILLIAMS, HAROLD STEWART, Neath, Glam., China Merchant. Neath. Pet. Nov. 6. Ord. Nov. 6.

FIRST MEETINGS.

ANGELINETTA, GEOFFREY, Swindon, Grocer. Nov. 17 at 11. 38, Regent-circus, Swindon.

GATHERCOLE, ERNEST, Bradford, Motor Driver. Nov. 16 at 11. Off. Rec., 12, Duke-st., Bradford.

HAMBROUGH, B., White's Club, St. James'-st. Nov. 18 at 11.30. Bankruptcy-bldgs., Carey-st.

HARDMAN, WILLIAM, Higher Broughton, Salford, Painter. Nov. 17 at 3. Off. Rec., Byrom-st., Manchester.

HARRIES, DAVID AUSTIN, Cardiff, Colliery Accountant. Nov. 16 at 3. Off. Rec., 117, St. Mary-st., Cardiff.

JOLY, EUGENE FREDERICK, Bray, Berks. Nov. 17 at 11.30. 14, Bedford-row.

LAWLEY, GEORGE, Stalybridge, Fish Salesman. Nov. 17 at 3.30. Off. Rec., Byrom-st., Manchester.

LEVY, LOUIS, Redmans-rd., Stepney, Tailor's Machiner. Nov. 22 at 12.30. Bankruptcy-bldgs, Carey-st.

MASON, GEORGE, Wisbech St. Peter, Surgeon. Nov. 18 at 12.30. Market-pl., Wisbech.

MILLBOURN, THOMAS, Wealdstone, Harrow. Nov. 17 at 11. 14, Bedford Row.

MONSON, HENRY J., Manchester-st., Radiographer. Nov. 18 at 11. Bankruptcy-bldgs., Carey-st.

NIXON, JAMES, Middlesbrough, Dock Labourer. Nov. 18 at 2.30. Off. Rec., 80, High-st., Stockton-on-Tees.

OWEN, STANLEY, Hampstead. Nov. 22 at 11.30. Bankruptcy-bldgs., Carey-st.

PAPE, ROBERT WILLIAM, Dalton-in-Furness, Butcher. Nov. 18 at 11.15. Off. Rec., 16, Cornwallis-st., Barrow-in-Furness.

PHAROAH, TYSON, Windermere, Grocer. Nov. 18 at 11.30. Off. Rec., 16, Cornwallis-st., Barrow-in-Furness.

PILLING, F. E., Upper Tooting. Nov. 17 at 12. Bankruptcy-bldgs., Carey-st.

PRATT, JOHN WILLIAM, Gillygate, York., Milk Retailer. Nov. 26 at 10.30. Bankruptcy-office, York.

STUART, GEORGE BARCLAY, Brook Green, Hammersmith. Nov. 18 at 12. Bankruptcy-bldgs., Carey-st.

THOMSON, JAMES CRUICKSHANK, Mansfield, Notts., Electrician. Nov. 17 at 11.30. Off. Rec., 4, Castle-pl., Nottingham.

TOLLEMACHE, CECIL HERBERT, Bournemouth, Captain. Nov. 19 at 12. Off. Rec., Midland Bank-chmbrs., High-st., Southampton.

WILKINSON, HERBERT, Stockton-on-Tees, Provision Dealer. Nov. 18 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.

ADJUDICATIONS.

BARLING, FRANCES EMILY, Ross, Hereford, Licensed Victualler. Hereford. Pet. Nov. 5. Ord. Nov. 5.

CORBISHLEY, FRANCIS WILLIAM, Queen Victoria-st., Manufacturer's Agent. High Court. Pet. Oct. 2. Ord. Nov. 5.

CUTHBERT, FRANK, Northampton, Builder. Northampton. Pet. Sept. 25. Ord. Nov. 6.

DAINTREE, HERBERT, Altrincham, Painter. Manchester. Pet. Nov. 5. Ord. Nov. 5.

GATHERCOLE, ERNEST, Bradford, Motor Driver. Bradford. Pet. Nov. 4. Ord. Nov. 4.

HARDMAN, WILLIAM, Higher Broughton, Salford, Painter. Salford. Pet. Oct. 30. Ord. Nov. 6.

HATFIELD, ALBERT, Kingston-upon-Hull, Railway Worker. Kingston-upon-Hull. Pet. Nov. 6. Ord. Nov. 6.

HENDRY, JAMES, Acton, Sheet Metal Worker. Brentford. Pet. Nov. 6. Ord. Nov. 6.

JANES, DAVID EDWARD, Edlesborough, near Dunstable, Dealer in Poultry. Luton. Pet. Nov. 5. Ord. Nov. 5.

LE SAGE, ALEXANDER LOUIS STRACEY, Brighton. Brighton. Pet. Sept. 30. Ord. Nov. 4.

LEVY, LOUIS, Redmans-rd., Stepney, Tailor's Machiner. High Court. Pet. Nov. 5. Ord. Nov. 5.

LOWENBERG, JAMES, Folkestone, Eating-house Keeper. Canterbury. Pet. Nov. 6. Ord. Nov. 6.

MCGAILEY, JOHN, Burnley, General Dealer. Burnley. Pet. Nov. 5. Ord. Nov. 5.

MYHILL, RALPH NEVILLE, Norwich, Credit Draper. Norwich. Pet. Nov. 4. Ord. Nov. 4.

NELSEY, HAROLD, Rugby, Milk Retailer. Coventry. Pet. Nov. 3. Ord. Nov. 3.

NICHOLSON, JOHN HENRY, Sindlesham, Berks. Reading. Pet. Oct. 4. Ord. Nov. 6.

NIXON, JAMES, Middlesbrough, Dock Labourer. Middlesbrough. Pet. Nov. 5. Ord. Nov. 5.

PRATT, JOHN WILLIAM, Gillygate, York, Milk Retailer. York. Pet. Nov. 5. Ord. Nov. 5.

SPICER, HENRY GEORGE, Bournemouth, Plumber. Poole. Pet. Nov. 5. Ord. Nov. 5.

VICKERS, HARRY, Leeds, Master Tailor. Leeds. Pet. Nov. 1. Ord. Nov. 3.

WATSON, GEORGE FREDERICK, Exeter, Dental Mechanic. Exeter. Pet. Nov. 5. Ord. Nov. 5.

WAY, CHARLES HORLOCK, Edmonton, Grocer. Edmonton. Pet. Nov. 2. Ord. Nov. 5.

WILLIAMS, HAROLD STEWART, Neath, Glass Merchant. Neath. Pet. Nov. 6. Ord. Nov. 6.

Amended notice substituted for that published in the *London Gazette* of Oct. 29.

IRELAND, ALBERT WILLIAM, Barford, Confectioner. Warwick. Pet. Oct 23. Ord. Oct. 23.

London Gazette.—FRIDAY, Nov. 12.

RECEIVING ORDERS.

AFRICAN PRODUCE TRADING CO., St. Mary-axe. High Court. Pet. Aug. 11. Ord. Nov. 9.

ATLES, FELIX, Spitalfields, Wholesale Woollen Merchant. High Court. Pet. Oct. 19. Ord. Nov. 9.

HOLDSWORTH, GEORGE, Ashton-on-Mersey, Financier. Manchester. Pet. Sept. 14. Ord. Nov. 8.

F. J. HOLLADAY & CO., Cannon-st., Engineers. High Court. Pet. Oct. 9. Ord. Nov. 10.

HUBBARD, MARY CATHERINE, Coventry, Draper. Coventry. Pet. Nov. 8. Ord. Nov. 8.

MOORE, WILLIE, Morton, near Bingley, Yorks, Farmer. Bradford. Pet. Nov. 8. Ord. Nov. 8.

PORTER STREET DOMESTIC BAZAAR, Kingston-upon-Hull, Hardware Dealers. Kingston-upon-Hull. Pet. Oct. 16. Ord. Nov. 9.

PORTWAY, FRANCIS KINGSMILL, Brantham, Suffolk, and BERT WILLIAM COOPER, Mistley, Essex, Motor Cycle Manufacturers. Colchester. Pet. Nov. 6. Ord. Nov. 6.

PRESTON, WILLIAM, Yardley, Worcester, Builder. Birmingham. Pet. Nov. 10. Ord. Nov. 10.

PUZEY, GEORGE ARTHUR, Skipton, Yorks, Bookseller. Bradford. Pet. Nov. 9. Ord. Nov. 9.

SHEPHERD, WILLIAM MOXON, Lower Bourne, Surrey. High Court. Pet. Oct. 9. Ord. Nov. 8.

STACKPOOLE, THOMAS JOHN SCARBOROUGH DE VERE, Liverpool, General Merchant. Liverpool. Pet. Oct. 15. Ord. Nov. 9.

TIMMS, ANDREW EDWARD ANNINGTON, Stoke, Coventry, Draper. Coventry. Pet. Nov. 8. Ord. Nov. 8.

TOMKINS, H. T., Philpot-lane, Director. High Court. Pet. Aug. 27. Ord. Nov. 4.

WATSON, FRANCIS WILLIAM, Stratford-on-Avon, Warwick. Pet. Oct. 18. Ord. Nov. 6.

WESTON, ALBERT CHARLES, Kennington Park-rd., Dentist. High Court. Pet. Oct. 11. Ord. Nov. 8.

WIMLETT, GEORGE HENRY, Tiddington, Warwick, Butcher. Warwick. Pet. Nov. 9. Ord. Nov. 9.

Amended Notice substituted for that published in the *London Gazette* of Sept. 28.

DAVIES, ENOCH, Aberystwyth, Commercial Traveller. Aberystwyth. Pet. Aug. 13. Ord. Sept. 23.

Amended Notice substituted for that published in the *London Gazette* of Nov. 5.

MATTHEWS, FREDERICK, Totteridge, Farmer. Barnet. Pet. Sept. 21. Ord. Nov. 3.

The notice of Receiving Order in the matter of Frederick Charles Gooch (Chelmsford, 5 of 1920), which appeared in the *London Gazette* of Nov. 5, is hereby withdrawn.

FIRST MEETINGS.

AFRICAN PRODUCE TRADING CO., St. Mary-axe. Nov. 23 at 11. Bankruptcy-bldgs., Carey-st.

ATLES, FELIX, Wilkes-st., Spitalfields. Wholesale Woollen Merchant. Nov. 23 at 12. Bankruptcy-bldgs., Carey-st.

CHAPMAN, JOSEPH, Anfield, Taxi Driver. Nov. 19 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.

DAVEY, GEORGE WILLIAM, JOHN HENRY DAVEY, and BERT DAVEY, Burnley, Tin Plate Workers. Nov. 19 at 11. Off. Rec., 13, Winckley-st., Preston.

EVANS, HUBERT, Whitworth, near Rochdale, Furniture Dealer. Nov. 23 at 2.30. Town-hall, Rochdale.

GOODGER, FREDERICK, Bognor, House Decorator. Nov. 22 at 2.30. Off. Rec., 12A, Marlborough-pl., Brighton.

HENDRY, JAMES, Acton, Sheet Metal Worker. Nov. 23 at 12. 14, Bedford-row.

F. J. HOLLADAY & Co., Cannon-st., Engineers. Nov. 23 at 11. Bankruptcy-bldgs., Carey-st.

KENDALL, EDITH, Cleethorpes, Motor Engineer. Nov. 23 at 11. Off. Rec., St. Mary's-chmbrs., Great Grimsby.

MANHEIM, ABRAHAM, Boscombe, Bournemouth, Boarding House Proprietor. Nov. 26 at 3. Off. Rec., Midland Bank-chmbrs., High-st., Southampton.

MATTHEWS, FREDERICK, Totteridge, Herts. Farmer. Nov. 23 at 12.30. 14, Bedford-row.

MOORE, WILLIE, Morton, near Bingley, Yorks, Farmer. Nov. 19 at 11. Off. Rec., 12, Duke-st., Bradford.

MYHILL, RALPH NEVILLE, Norwich, Credit Draper. Nov. 20 at 12.30. Off. Rec., 8, Upper King-st., Norwich.

SHEPHERD, WILLIAM MOXON, Lower Bourne, Surrey. Nov. 24 at 11. Bankruptcy-bldgs., Carey-st.

SPICER, HENRY GEORGE, Bournemouth, Plumber. Nov. 19 at 2.30. Off. Rec., Midland Bank-chmbrs., High-st., Southampton.

TOMLINSON, HERBERT, Longsight, Manchester, Builder. Nov. 22 at 3. Off. Rec., Byrom-st., Manchester.

VICKERS, HARRY, Leeds, Master Tailor. Nov. 22 at 11. Off. Rec., 24, Bond-st., Leeds.

WARD, WILLIAM HENRY STANNARD, Acton, Electrical Engineer. Nov. 23 at 11.30. 14, Bedford-row.

WATSON, FRANCIS WILLIAM, Stratford-on-Avon. Nov. 22 at 12. Off. Rec., 8, High-st., Coventry.

WATSON, GEORGE FREDERICK, Exeter, Dental Mechanic. Nov. 22 at 11.30. Off. Rec., 9, Bedford-circus, Exeter.

WAY, CHARLES HORLOCK, Fore-st., Edmonton, Grocer. Nov. 23 at 11. 14, Bedford-row.

WESTON, ALBERT CHARLES, Kennington Park-rd., Dentist. Nov. 22 at 12. Bankruptcy-bldgs., Carey-st.

WHITELAW, ALBERT, Stockport, Commercial Traveller. Nov. 22 at 3.30. Off. Rec., Byrom-st., Manchester.

ADJUDICATIONS.

BYERS, GUY EUSTACE, Wheathampstead, Herts, Colliery Proprietor. Barnet. Pet. Nov. 13, 1919. Ord. Nov. 10, 1920.

COVENTRY, GEORGE ST. JOHN, Earl's Court-sq. High Court. Pet. Sept. 20. Ord. Nov. 9.

CRAWSHAW, HENRY, Windsor, Berks, Livery Stable Proprietor. Windsor. Pet. Oct. 15. Ord. Nov. 8.

GOODGER, FREDERICK, Bognor, House Decorator. Brighton. Pet. Oct. 23. Ord. Nov. 9.

HANAU, CARL, Old Broad-st. High Court. Pet. Sept. 24. Ord. Nov. 6.

HUBBARD, MARY CATHERINE, Coventry, Draper. Coventry. Pet. Nov. 8. Ord. Nov. 8.

JOLY, EUGENE FREDERICK, Bray, Berks. Windsor. Pet. Oct. 4. Ord. Nov. 9.

MCELROY, WILLIAM, Waterloo-pl. High Court. Pet. Aug. 24. Ord. Nov. 9.

MONSON, HENRY JOHN, Manchester-st., Radiographer. High Court. Pet. Oct. 12. Ord. Nov. 10.

MOORE, WILLIE, Morton, near Bingley, Yorks, Farmer. Bradford. Pet. Nov. 8. Ord. Nov. 8.

MORRIS, Capt. J. MURRAY, New Southgate, Barnet. Pet. Aug. 20. Ord. Nov. 10.

PORTWAY, FRANCIS KINGSMILL, Brantham, Suffolk, and BERT WILLIAM COOPER, Mistley, Essex, Motor Cycle Manufacturers. Colchester. Pet. Nov. 6. Ord. Nov. 6.

PRESTON, WILLIAM, Yardley, Worcester, Builder. Birmingham. Pet. Nov. 10. Ord. Nov. 10.

PUZEY, GEORGE ARTHUR, Skipton, Yorks, Bookseller. Bradford. Pet. Nov. 9. Ord. Nov. 10.

RUTT, ALFRED, Poole, Dorset, Company Director. Poole. Pet. Sept. 23. Ord. Nov. 10.

SHMUL, JACOB, Commercial-rd., Woollen Merchant. High Court. Pet. Sept. 18. Ord. Nov. 10.

TIMMS, ANDREW EDWARD ANNINGTON, Coventry, Draper. Coventry. Pet. Nov. 8. Ord. Nov. 8.

WIMLETT, GEORGE HENRY, Tiddington, Warwick, Butcher. Warwick. Pet. Nov. 9. Ord. Nov. 9.

ORDER ANNULLING REVOKING OR RESCINDING ORDER.

ISON, KATHLEEN MARY, Ryton, Dorrington, Salop. Shrewsbury. Receiving Order March 27, 1919, rescinded, and Order of Adjudication April 15, 1919, annulled. Annul. and Resc. Nov. 5, 1920.

London Gazette—TUESDAY, NOV. 16.

RECEIVING ORDERS.

BRODIE, STEPHINA PATRICA, Hove. Brighton. Pet. Nov. 12. Ord. Nov. 12.

BRUCE, JAMES FREDERICK, Clacton-on-Sea, Jobbing Gardener. Colchester. Pet. Nov. 10. Ord. Nov. 10.

BUSH, ERNEST EDWARD, Battersea-park, S.W. Wandsworth. Pet. Mar. 2. Ord. Nov. 11.

CLARKE, ALFRED EDWARD, Gainsborough, Labourer Lincoln. Pet. Nov. 11. Ord. Nov. 11.

COLEMAN, HARRY, Dorchester, Licensed Victualler. Dorchester. Pet. Nov. 11. Ord. Nov. 11.

COYNE, DANIEL J., Hampstead, Tutor. High Court. Pet. Oct. 2. Ord. Nov. 12.

DALE, F., & SON, Camberwell-rd., Chocolate Manufacturers. High Court. Pet. Oct. 14. Ord. Nov. 12.

DAVENPORT, EDWARD SHERRINGTON, Briton Ferry, Glam., Journeyman Baker. Neath. Pet. Nov. 11. Ord. Nov. 11.

EDLEY, WILLIAM ALFRED, Sheffield, Cutlery Manufacturer. Sheffield. Pet. Nov. 13. Ord. Nov. 13.

HAYES, JOHN WILLIAM, Halifax, Coal Dealer. Halifax. Pet. Nov. 10. Ord. Nov. 10.

JONES, WILLIAM JOHN, Garndiffaith, Mon., Boot Repairer. Newport, Mon. Pet. Nov. 13. Ord. Nov. 13.

LARGE, IVAN LEIGH RODERICK, Clevedon, Somerset, Motor Engineer. Bristol. Pet. Nov. 11. Ord. Nov. 11.

MOSS, CHARLES H., Upper Norwood, S.E. 19. Croydon. Pet. Sept. 16. Ord. Nov. 11.

REES, J., Mrs., Richmond. Wandsworth. Pet. Oct. 4. Ord. Nov. 11.

RIDING, CHARLES LORD, Accrington, Joiner. Blackburn. Pet. Nov. 11. Ord. Nov. 11.

ROLLS, ERNEST C., Rupert-st., Westminster. High Court. Pet. Aug. 18. Ord. Nov. 4.

ROSENER, LEWIS, Bishopsgate, Merchant. High Court. Pet. Oct. 8. Ord. Nov. 11.

SIEVIER, ROBERT BRUDENELL BRUCE, Charing Cross-rd. High Court. Pet. Oct. 9. Ord. Nov. 11.
SWALES, ALBERT BLAND, Willesden. High Court. Pet. Oct. 6. Ord. Nov. 11.
WILLIS, WILLIAM, Harlesden. Builder. Barnet. Pet. Sept. 9. Ord. Nov. 10.

FIRST MEETINGS.

BROWNE, EDWARD DIXON, Moss Side, Manchester, Manager. Salford. Nov. 24 at 3.30. Off. Rec., Byrom-st., Manchester.
BRUCE, JAMES FREDERICK, Clacton-on-Sea, Jobbing Gardener. Colchester. Nov. 24 at 11.45. Off. Rec., 36, Princes-st., Ipswich.
BUSH, ERNEST EDWARD, Battersea-park, S.W. Wandsworth. Nov. 23 at 11.30. York-rd., Westminster Bridge-rd., S.E.1.
CLARK, THOMAS HILL, Scarborough, Tailor. Scarborough. Dec. 1 at 4. Off. Rec., 48, Westborough, Scarborough.
CLARKE, ALFRED EDWARD, Gainsborough, Lincoln-shire, Labourer. Lincoln. Nov. 29 at 12. Off. Rec., Lincoln.
DAINTREE, FREDERICK HERBERT, Altrincham, Painter. Manchester. Nov. 24 at 3. Off. Rec., Byrom-rd., Manchester.
DODWELL, HERBERT, Lopcombe, Long Crendon, Bucks, Farmer. Aylesbury. Nov. 24 at 12. St. Aldates, Oxford.
GILLIGAN, MARY ELLEN, Scarborough, Shoe Dealer. Scarborough. Dec. 1 at 3.30. Off. Rec., 48, Westborough, Scarborough.
HAYES, JOHN WILLIAM, Halifax, Gardener. Halifax. Nov. 23 at 10.30. The County Court House, Prescott-st., Halifax.
KELLY, FREDERICK WILLIAM, Blackburn, Boot Repairer. Blackburn. Nov. 24 at 10.30. Off. Rec., 13, Winckley-st., Preston.
LARGE, IVAN LEIGH RODERICK, Clevedon, Motor Engineer. Bristol. Nov. 24 at 11.30. Off. Rec., 26, Baldwin-st., Bristol.
MCGALLEY, JOHN, Burnley, General Dealer. Burnley. Nov. 24 at 11. Off. Rec., 13, Winckley-st., Preston.
MOSS, CHARLES H., Upper Norwood, S.E.19. Croydon. Nov. 23 at 12.30. York-rd., Westminster Bridge-rd., S.E.1.
NELSEY, HAROLD, Rugby, Milk Retailer. Coventry. Nov. 25 at 12. Off. Rec., 8, High-st., Coventry.
PORTWAY, FRANCIS KINGSMILL, Brantham, Suffolk, and COOPER, BERT WILLIAM, Mistley, Essex, Motor Cycle Manufacturers. Colchester. Nov. 26 at 11.30. Cups Hotel, Colchester.
PRESTON, WILLIAM, Yardley, Builder. Birmingham. Nov. 26 at 11.30. Ruskin-chmbrs., 191, Corporation-st., Birmingham.
PUZEY, GEORGE ARTHUR, Skipton, Bookseller. Bradford. Nov. 23 at 3. Off. Rec., 12, Duke-st., Bradford.
REES, MRS. J., Richmond. Wandsworth. Nov. 23 at 12. York-rd., Westminster Bridge-rd., S.E.1.
ROLLS, ERNEST C., Rupert-st., Westminster. High Court. Nov. 26 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
ROSENER, LEWIS, Bishopsgate, Merchant. High Court. Nov. 25 at 11.30. Bankruptcy-bldgs., Carey-st., W.C.2.
SIEVIER, ROBERT BRUDENELL BRUCE, Charing Cross-rd. High Court. Nov. 25 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
SWALES, ALBERT BLAND, Willesden. High Court. Nov. 24 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
TIMMS, ANDREW EDWARD ANNINGTON, Coventry, Draper. Coventry. Nov. 24 at 12. Off. Rec., 8, High-st., Coventry.
TOMKINS, H. T., Philpot-la., E.C., Director. High Court. Nov. 25 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
WILLIAMS, HAROLD STEWART, Neath, Glam., China Merchant. Neath. Nov. 24 at 11. Off. Rec., Government-bldgs., St. Mary's-st., Swansea.
WILSON, ANNIE, Scarborough, Lodging-house Keeper. Scarborough. Dec. 1 at 3.45. Off. Rec., 48, Westborough, Scarborough.

ADJUDICATIONS.

BRODIE, STEPHINA PATRICA, Hove. Brighton. Pet. Nov. 12. Ord. Nov. 12.
BROWN, ROBERT, Albemarle-st. High Court. Pet. Sept. 9. Ord. Nov. 12.
BRUCE, JAMES FREDERICK, Clacton-on-Sea, Jobbing Gardener, Colchester. Pet. Nov. 10. Ord. Nov. 10.
CLARKE, ALFRED EDWARD, Gainsborough, Labourer. Lincoln. Pet. Nov. 11. Ord. Nov. 11.
COLEMAN, HARRY, Dorchester, Licensed Victualler. Dorchester. Pet. Nov. 11. Ord. Nov. 11.
DAVENPORT, EDWARD SHERRINGDON, Briton Ferry, Glam., Journeyman Baker. Neath. Pet. Nov. 11. Ord. Nov. 11.
EDLEY, WILLIAM ALFRED, Sheffield, Cutlery Manufacturer. Sheffield. Pet. Nov. 13. Ord. Nov. 13.
HARRISON, JOHN, Southend-on-Sea, Electrical Engineer. Chelmsford. Pet. Sept. 18. Ord. Nov. 12.
HAYES, JOHN WILLIAM, Halifax, Gardener. Halifax. Pet. Nov. 10. Ord. Nov. 10.
JONES, WILLIAM JOHN, Talywain, Mon., Boot Repairer. Newport, Mon. Pet. Nov. 13. Ord. Nov. 13.
LARGE, IVAN LEIGH RODERICK BICKLANDS, Clevedon, Somerset, Motor Engineer. Bristol. Pet. Nov. 11. Ord. Nov. 11.
NORRIS, REGINALD FRANCIS, Croydon. Croydon. Pet. Aug. 20. Ord. Nov. 11.
PERESS, JOSEPH SALIM, West Hampstead. High Court. Pet. July 28. Ord. Nov. 11.
REYNOLDS, ALBERT EDWARD, Bapchild, Kent, Mineral Water Manufacturer. Rochester. Pet. Nov. 1. Ord. Nov. 12
RIDING, CHARLES LORD, Accrington, Joiner. Blackburn. Pet. Nov. 11. Ord. Nov. 11.
STACPOOLE, THOMAS JOHN SCARBOROUGH DE VERE, Liverpool, General Merchant. Liverpool. Pet. Oct. 15. Ord. Nov. 11.
SWALES, ALBERT BLAND, Willesden. High Court. Pet. Oct. 6. Ord. Nov. 13.
TARATOOTY, NACHMAN, Chiswick. Brentford. Pet. Oct. 2 Ord. Nov. 13.
WATSON, FRANCIS WILLIAM, Stratford-on-Avon. Warwick. Pet. Oct. 18. Ord. Nov. 11.
WESTEN, ALBERT CHARLES, Kennington Park-rd., Dentist. High Court. Pet. Oct. 11. Ord. Nov. 11.
WHITELAW, ALBERT, Stockport, Commercial Traveller. Stockport. Pet. Oct. 14. Ord. Nov. 11.
WILCOX, EMILY, Leicester-sq. High Court. Pet. July 12. Ord. Nov. 10.
WILLIAMS, ALICE ADA, East Molesey. Kingston, Surrey. Pet. July 24. Ord. Nov. 9.